

12454

20. Sample
BUSINESS

FILE No. 12454

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: Ryohei HOSHINO

HOME ADDRESS: 2812 Dundas Street, Vancouver, B. C.

REGISTRATION NUMBER 06780 SEX: Male AGE: 39

OCCUPATION: Drug Store Proprietor - equal partner in Powell Drug Co.

Partner's name: George Osborne Shaw

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Hisako Hoshino

ADDRESS OF WIFE OR HUSBAND: 2812 Dundas Street, Vancouver, B. C.

NAMES OF ANY LIVING CHILDREN: Yoshiye Hoshino and Masaru Hoshino

ADDRESS OF CHILDREN: 2812 Dundas Street, Vancouver, B. C.

AGE OF CHILDREN: Yoshiye - 4 years; Masaru - 4 months.

STATEMENT OF ALL REAL PROPERTY (Each parcel must be mentioned and particulars given)

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS: None

3. INSURANCE (Give particulars; state where policies are) None

4. TAXES (Amount and where payable) None

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None

6. OCCUPANCY AND LEASES (If vacant so state) None

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. None

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. None

9. IF FARM LAND STATE CROPS SOWN. None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 2812 Dundas Street, Vancouver, B. C.

2. LANDLORD'S NAME AND ADDRESS: Property of my wife

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID. None

4. STATE WHEREABOUTS OF LEASE. None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None

6. IF FARM LAND, PARTICULARS OF CROPS SOWN. None

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS.

One-half of stock and fixtures and equipment at Powell Drug

Company, 399 Powell Street (Inventory should be taken because

time does not allow me to complete it)

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS. None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY. George Osborne Shaw - one-half

of the stock and equipment in the Powell Drug Company.

4. INSURANCE CARRIED ON ABOVE PROPERTY: \$8000 Fire Insurance on
stock and equipment at Powell Drug Company - policy in safe
at Drug Store, 399 Powell Street.

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) _____
No monies owing to me personally but debtors of Powell Drug
Company are shown by the books on the premises.

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) _____
None

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: 10,000 Yen insurance in Japan

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: Royal Bank - Main Branch - joint names of myself
and wife.

LIABILITIES:

1. PERSONAL DEBTS: None

N.B.
✓ 2. TRADE DEBTS: Approximately \$200 as shown by the books of the Powell
Drug Company.

I HEREBY REQUEST that you appoint as your agent to settle my affairs
Mr. R. C. Messenger of the office of H. D. Campbell, Esq., Chartered
Accountant, Standard Bank Building, Vancouver, B. C.
MY SOLICITOR is Mr. J. A. MacLennan, of the firm of Norris and MacLennan,
602 West Hastings Street and I request that he be consulted on my behalf in
any matters involving my interests.

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected
area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds
or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of
every description in any protected area in British Columbia and sets forth all my liabilities direct
and indirect.

Dated this 22nd day of August 1942

(Signature)

Ryohei Hashino

[Signature]
Witness

FOR DEPARTMENTAL USE _____

INFORMATION FROM R.C.M.P.

Date

Aug. 21/43
May 25/43
Jan. 19/43

Full Name HOSHINO, Ryohel
(Surname in Block Letters)

Registration No. 06780

Male - Female
(check)

Age Oct 11, 1902

Former Address 504 E. Hastings St. Vancouver, B.C.
2812 Dundas St. Vancouver.

Date Evacuated Oct. 13/42

Naturalized - Canadian-Born - National
(check)

Present Address

Fastlane B.C. Feb. 1st June 1943
Died at Y. House, Nov. 3/45. May 25/43.

Married - Single
(check)

Name of Wife nee OMORI, Hisako - 26776

Name of Husband

Name of Mother nee INOUE, Rin (Japan) Name of Father Senkichi (dec'd)

Names of Children under 16 Lucy Yashige - 20/7/38

Masaru (m) 25/4/42.

Our File No. 12454

Registered with Custodian yes
(yes or no)

Requested By P. Hunter

Additional Information Drug store 399 Powell St. (Partnership
with George Shaw - Canadian)

Coded.

October 5, 1943.

H.D. Campbell, C.A.,
510 West Hastings St.,
VANCOUVER, B.C.

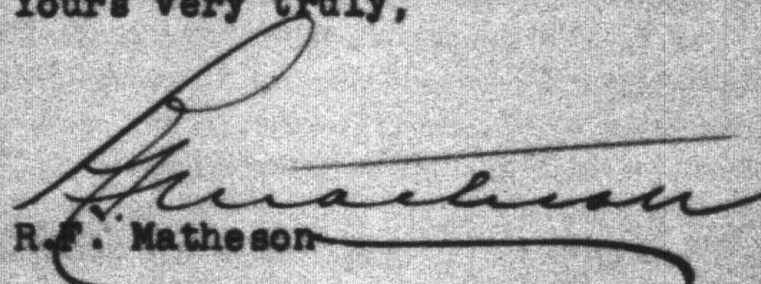
Dear Sir:

I have, along with the assistance of Mr. Bell, taken Inventory of General Stock at the Powell Drug Co., and under separate cover I am delivering same to your office. We have priced this stock at current prices, making allowances for unsaleable merchandise, also merchandise of questionable sales value.

As arranged with you, we have made only a general check of Dispensary Stock. The general appearance of this department is the same as when taken approximately a year ago. There has been no re-arrangement of stock on shelves and we have found items checked to be in almost all cases as represented in previous inventory. It was noted that Mr. Shaw has replenished his stock of certain items in the Dispensary rather liberally, in view of which it is our opinion that the value of this years stock should approximate that of last year. It is also our opinion that if this stock is sold on tender, any slight difference between this years and last years inventory of Dispensary Stock would not materially affect the price offered.

Japanese merchandise is listed on Page 61 at \$100.00 net. It is impossible for us to value this and the amount entered is based on Mr. Shaws assurance that sales in the interim period will approximate \$100.00.

Yours very truly,


R.F. Matheson

RFM:PS

WE, the undersigned partners of Powell Drug Company,
399 Powell Street, Vancouver, B. C., agree to the
Appointment of R. F. Matheson, of Western Wholesale
Drug Ltd., Vancouver, B. C., to take an inventory
of general stock and estimate of amount and value
of stocks in dispensary only.

DATED at Vancouver, B. C., this 28th day of
August, 1942.

Ryohai Hoshino
(Ryohai Hoshino)

George Osborn Shaw
(George Osborn Shaw)

RE - HOSHINO, RYOHEI

2612 Dundas Street, Vancouver, B. C. - 06780

POWELL DRUG CO.

YOUR FILE NO. 12454

General Situation:

1. I have had several conferences with Hoshino and Shaw, the partners of the above Company, in Hoshino's Solicitor's Office, my Office and on the premises. I wish to state definitely that there is no ill-will or mistrust between the two partners who have been in business together for 16 years. The trouble arising at the present emanates from the very divergent attitudes taken by the individual partners with regard to the situation generally.
2. Mr. Shaw's attitude is more or less as follows: Due to circumstances over which he has no control, and which could be encountered in any business at any time, it is no longer practical to continue the operation of the Drug Store at its present location. As the result of this he accepts the fact, without any resentment, that he will be forced to take a loss in winding up the business. However, he offsets the cash depreciation in the value of the business by the fact that he has taken out of the business during its period of operation, many times the amount of his investment therein. His chief cause of anxiety is that a dissolution of the partnership, enabling him to start business all over again in another location, will be unduly prolonged due to Hoshino's attitude and tactics.
3. Mr. Hoshino's view of the situation is entirely different, and in my personal opinion, illogical. The war and the subsequent consequences thereof, have resulted in his business being transformed from a lucrative going concern to a matter of stock liquidation. His stated attitude in front of numerous witnesses, is that the Government is responsible for this transformation and is therefore responsible to him for a half interest in the business as it would have been if there had been no war. He definitely will not concur in any disposition of the business, except on the basis of a pre-war going concern which is absurd. He realizes that the stock and equipment, etc., of the business will have to be disposed of in one manner or another but will assume no responsibility for the Custodian's action in doing so, and, as stated, make claim on the Government at the expiration of the war for whatever difference he is able to establish between the realization and his share of the pre-war going concern.
4. It is obvious, therefore, that it is impossible for them to agree on a disposal price that would be mutually satisfactory.
5. Mr. Hoshino took an inventory on the 24th & 25th inst. of the complete stock of the Drug Store, with the exception of the Dispensary Drugs. This was done right down to the last 'pin' and while this was not effected with Mr. Shaw present at all times, Mr. Shaw has signed this inventory willingly as correct, as to the amount of stock. Mr. Hoshino, however, has valued this stock inventory using retail prices on all goods, regardless of whether they had been on the shelves for ten or fifteen years, with only an actual market value of say ten cents on the dollar, which appraisal brings the value somewhere over \$7000.00.

Re - Hoshino, Ryohel

6. Actually from personal knowledge, there are some things on which he has placed ridiculous values; For instance, there were four old fountain pens which had been taken in for 50¢ or so as trade-ins on new ones, on one of which he has placed a value of \$3.50. This pen is actually worth nothing. He has also valued the fixtures at \$2500.00, although for Income Tax purposes last year they were valued at approximately \$1100.00. The matter of the fixtures will be one of the hardest ones to deal with. The fixtures in the Store are exceptionally good and their re-placement value would be considerable, but their liquidation value at the present state of the market for such goods would be negligible.

Developments Since Inspection.

7. In order to get the situation on file in such a way that it can be dealt with, I have first of all had the two Stock Record Books, completed by Hoshino, certified as correct by both Hoshino and Shaw. Secondly, after discussion with Mr. Shears, I have retained the services of Mr. R. F. Matheson, a Druggist and Price Clerk, recommended to me by Mr. Cunningham, General Manager of the Western Wholesale Drug Ltd., to check the stock listed in Hoshino's inventory and value it. In addition, he and his two assistants are taking stock of the Dispensary Drugs and placing values thereon. This is all being accomplished only in the presence of Mr. Hoshino, who has been given the opportunity to question the matter of amount and price. I wish to mention particularly that Mr. Matheson was known to both partners and his services in this matter were entirely satisfactory to both. I made a particular point of getting their opinion in this respect.

8. The actual checking of the stock was completed late last night and Mr. Matheson and his assistants are now proceeding to price the goods. This is really a tremendous job, as you can imagine. There are literally thousands of bottles of different variations of drugs and chemicals, etc., which have to be checked back with price lists.

9. On the 25th inst. I had an Audit made of the Accounts Receivable, Accounts Payable and Cash on Hand, and obtained a certified statement of the Bank Balance from the Royal Bank of Canada, East End Branch. A statement comprising these factors has been made and signed as correct by both partners. This is enclosed herewith. In view of the fact that each partner individually was able to draw cheques on the Bank Account, I have arranged for Mr. Shaw to open a new account, "Powell Drug Company Account No. 2", to facilitate the temporary continuation of the business. He is to use this account for deposits and payments of any purchases or other disbursements subsequent to August 25. He is also keeping a record of all sales and purchases as from that date.

10. I have written to the Royal Bank confirming a telephone arrangement which I have made with them, which is that they will accept cheques drawn on the original account only for the specified amounts of the Accounts Payable as at the 25th of August, and enclosed in my letter the statement of these accounts. For your information the Bank Balance at that date, amounted to \$437.82, the Accounts Payable amounting to only \$171.85. (For other details of the cash situation see the enclosed statement.)

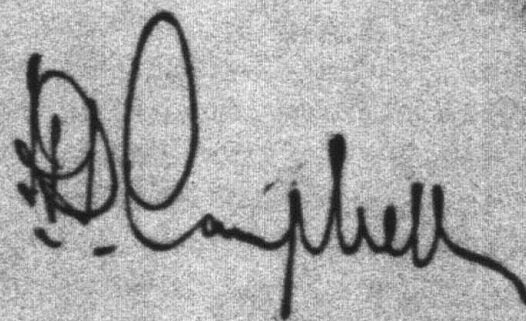
Re - Hoshino, Ryohei

11. I have obtained from Mr. Shaw a signed copy of the Partnership Agreement between himself and Mr. Hoshino. The clause, (No. 16), relating to the winding up of the Partnership, does not appear to be very much help under the circumstances, as there is no ready market for a half interest in the business. However, my present opinion is that it would be advisable to investigate thoroughly what could be done under the actual Partnership Agreement before taking any other course of action.

12. Hoshino, while accepting the inventory checked by Mr. Matheson, in his presence, will accept only the valuation of the Dispensary Drugs and will refuse to accept the valuation which Mr. Matheson will place on the business as a whole. The obvious reason for this is that he maintains, for the purpose of his proposed claim against the Government, that, as far as he is concerned, the business is a going concern and worth in excess of \$10,000.00, and that although the valuation placed by Matheson on the stock is a fair one, a price on a basis of stock valuation has nothing to do with him.

13. There are numerous other minor angles in this matter which it is impossible to include in a report and I recommend that Mr. Shears discuss the matter with myself and Mr. Hoshino's Solicitor, Mr. J. A. MacLennan, at the earliest opportunity, before proceeding any further. I might add that Mr. MacLennan, while not in entire agreement with Mr. Hoshino's views, is convinced that Mr. Hoshino has some factors in his favour but I believe he can be of considerable assistance in eventually straightening out this matter.

I will expect a call in the near future in connection with this.



August 28, 1942.

P.S. The Financial Statement as at the 24th of August was to be signed by Mr. Hoshino, but for reasons of his own he has deferred doing so. This actually is of no moment in that he has certified as to the correctness of the actual work sheets making up the statement. However, in order to have the statement on your file I am enclosing it for record purposes and will obtain his signature on a copy which will be forwarded to you in due course.

Thompson & Binnington Limited

BAILIFFS

ROYAL TRUST BUILDING
425 PENDER STREET WEST
VANCOUVER, B.C.

September 2nd. 1942

Harold D. Campbell Esq.
510 Hastings St. W.
City.

Attention Mr. Messenger.

Dear Sir:-

Re Drug Store 399 Powell St.

As per your instructions we inspected the Fixtures as per your list on the above premises, and the following is an itemized list with forced sale or auction sale valuation against each item.

We might mention that the Radio & Bicycle were not on the premises and could not be inspected, but we were given a detailed description of both articles and the valuation placed thereon should be very fair:-

Remington Cash Register	\$65.00
Taylor Safe	75.00
Dispensing Scale	20.00
Balancing Scale	15.00
Metal Dispensary Cabinet or Shelving	35.00
2-8" Mah. Showcases (glass damaged)	50.00
2-5' Mah. Showcases	60.00
1-5' Oak Showcase	15.00
1-3' Oak Showcase	10.00
1-Mah. Wall Showcase, with glass sliding doors 9 X 16½	125.00
1-Wall Case with drawers 9' X 7½	35.00
1-Wall Case with glass doors at bottom	20.00
1-Wall Case 9 X 14	20.00
1-Fountain Pen Showcase	15.00
1-1st. Aid Showcase	5.00
1-Magazine Stand with drawers	10.00
1-Counter	2.00
1-Dispensing Table (built in to wall) no value	
1-Choc. Candy Stand	2.50
1-Rouge & Lip Stick Showcase	5.00
2-Glass Powder Showcases	12.00
1-Glass Perfume Showcase	15.00
1-Pen Counter Showcase	5.00

Thompson & Binnington Limited

BAILIFFS

ROYAL TRUST BUILDING
626 PENDER STREET WEST
VANCOUVER, B. C.

2

2-Glass Cosmetic Shelves (one damaged)	\$616.50
1-Lentheric Counter Showcase	\$9.00
1-Glass Cosmetic Showcase (marked Powell)	5.00
1-Glass Cosmetic Stand 3 circular shelves	2.50
2-Glass Film Cases \$7.50 and \$6.00	5.00
2-Glass Cases with mirrors (both damaged)	13.50
1-Mazda Lamp Stand	4.00
1-Good Cheer Heater (grates & lining burnt out)	1.50
2-Glass Medicine Cabinets	10.00
1-Set Dorsays Perfume Dispensary	8.00
1-Cotys Powder Dispensary	2.50
1-Thermometer Glass Case	2.50
1-Princess Pat Rouge Case	5.00
3-Drop Lights with two shades	2.00
4-Light Reflectors in windows	7.00
1-General Elect. Radio	8.00
1-Delivery Bicycle	8.00
	20.00

\$730.00

If you can find a purchaser for the business, and the
Fixtures left on the premises a \$1000.00 would be a fair price
for them.

Hoping this is the information you require.

Yours truly.

THOMPSON & BINNINGTON LTD.

per

W. G. B. Thompson

M.B.-W.T.

Vancouver B.C.

Sept 14/42.

Mr. Messenger.

Dear Sir.

Re offer of Mr. Washburn
to buy my half of Powell Street
situated at 399 Powell St. for
\$2000.00, I have decided to accept
this offer.

Gosnell

September 15th, 1942.

H. B. Campbell, Esq. C. A.
Agent of the Custodian,
Standard Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: R. Hoshino and Powell
Drug Company

Further to our letter of the 14th inst., we have today had a further conversation with Mr. Hoshino and after a great deal of consideration Mr. Hoshino has instructed us that he does not wish to purchase the interest of Mr. Shaw in the Powell Drug Company and we returned to him his cheque in favor of Mr. Shaw for the sum of \$2,000.00 mentioned in our letter of the 10th inst. ✓

The primary reason given by Mr. Hoshino is that as a result of recent conversations between him and Mr. Shaw, he anticipates that Mr. Shaw might circulate information which would be erroneous to the effect that Mr. Hoshino was interfering with the rights of a white Canadian and that if such were the attitude of Mr. Shaw, then Mr. Hoshino did not wish to have any say whatsoever in the matter but would prefer to leave

September 15th, 1942.

H. D. Campbell, Esq. C. A.

his business affairs entirely in the hands of the Custodian to be handled on behalf of Mr. Hoshino as the Custodian decides is best.

Mr. Hoshino before his departure from the Vancouver Restricted Area proposes to check the cash and accounts kept by Mr. Shaw, if this is possible and if there is no objection by Mr. Shaw. We presume there would be no objection from the Custodian's office.

At the same time, Mr. Hoshino asked us what the Custodian proposed to do in the way of looking after his, Hoshino's, interests, particularly in making sure that Mr. Shaw was accounting for all sales of the partnership assets. We informed Mr. Hoshino that undoubtedly the Custodian would be from time to time checking the records and the inventory to be sure that accurate records and accounts were being kept, as of course, Mr. Shaw must account to Mr. Hoshino for the one-half share of the profits of the partnership after payment of his own salary at the rate of \$175.00 per month and after paying the overhead.

Mr. Hoshino raised the question also of what would be the situation if the Custodian's office found while Mr. Shaw was operating the business that it was operating at a loss, or soon might be operating at a loss. We informed Mr. Hoshino that it was the responsibility of the Custodian to prevent any further

September 15th, 1942.

H. D. Campbell, Esq. C. A.

loss and that undoubtedly if that situation should develop the business would be closed right away as Mr. Hoshino could not be expected to be responsible for any losses incurred in his absence.

We pointed out to Mr. Hoshino that particularly because of this situation we had no doubt the Custodian would maintain a strict watch on the affairs of the Powell Drug Company and we assume also that the Custodian's office will use every effort to make on Mr. Hoshino's behalf as satisfactory an arrangement as is possible.

Mr. Hoshino has asked us to obtain from Mr. G. W. McPherson, Deputy Custodian, a copy of the Inventory signed by Mr. McPherson acknowledging that the copy so acknowledged is a true copy of the Inventory of the goods of the Powell Drug Company taken over by the Custodian on Mr. Hoshino's behalf. Mr. Hoshino has had a copy of the Inventory typed and we have suggested that if such copy is sent to the Custodian's office along with the original Inventory in your office, that the same might be checked and if found in order Mr. McPherson would have no hesitation in giving such an acknowledgment. In the event that the task of checking the Inventory is one with which the Custodian's office does not wish to be burdened, we suggest that Mr. Hoshino's stenographer

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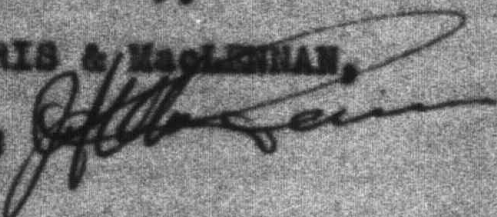
September 15th, 1942.

H. D. Campbell, Esq. C. A.

and one of your staff might together check the Inventory and possibly if you are satisfied as to the correctness of the copy prepared by Mr. Hoshino, Mr. McPherson would give the necessary acknowledgment.

Yours truly,

NORRIS & MACLENNAN,

Per: 

JAM/WS

COPY (Supplied by H.D. Campbell)

NORRIS & MacLENNAN
Barristers at Law,
Solicitors
Notaries Public.

Bank of Nova Scotia Building,
602 Hastings St. West,
VANCOUVER, B. C.

September 10th, 1942.

ATTENTION MR. MESSENGER

Harold D. Campbell, Esq.,
Chartered Accountant,
Standard Bank Bldg.,
Vancouver, B. C.

Dear Sir:

Re: Powell Drug Company

This will confirm the telephone conversation of the writer today with your Mr. Messenger wherein we advised you that our client, Mr. R. Hoshino, a partner in the Powell Drug Company, has accepted the offer of Mr. Shaw, the other partner, to sell to Mr. Hoshino Mr. Shaw's half interest in the business for the sum of \$2,000.00. We have received a cheque from Mr. Hoshino for the said amount and are holding it pending completion of the Bill of Sale.

Would you please arrange for an inspection of the books and accounts of the Company from the time that Mr. Hoshino was required to give up full attention to the business until the present time in order that a statement of adjustments may be arrived at.

Yours truly,

NORRIS & MacLENNAN.

Per: (Sgd.) J. A. MacLENNAN

JAM/WS

Vancouver B.C.

Sept. 18/42.

Mr. Messenger.

Dear Sir:- Re my offer to purchase
the half-interest of Mr. R. 100 shares.
I will give him till 6 p.m. Sept.
21/42 to accept my offer. After that
time I am withdrawing my offer.

Sincerely yours.

G. D. Shaw.

399 Powell St.

Vancouver

B.C.

RE - HOSHINO, RYOHEI

2812 Dundas Street, Vancouver, B. C. - 06780

POWELL DRUG COMPANY

YOUR FILE NO. 12454

SUPPLEMENTARY REPORT

1. Following the submission of my report of the 28th of August, a conference was arranged in Mr. Alexander's Office and was attended by Mr. McPherson, Mr. Shears and Mr. Messenger. The situation in general was discussed and it was agreed that it would be advisable to have Mr. Hoshino attend a further conference at the Custodian's Office, which took place on the 4th inst.

2. As there was such a great difference between Mr. Hoshino's estimate of the liquidation value of the business and that placed thereon by Mr. Shaw, any course of action in the matter was deferred until the appraisal being made by Mr. Matheson of the Western Wholesale Drugs, was to hand.

3. In the meantime Mr. Messenger was instructed to obtain a valuation of the fixtures of the store. An appraisal was obtained from Thompson & Binnington Limited who placed a valuation on these fixtures of \$730.00. Their report is enclosed herewith. ✓

4. On Monday morning, the 7th inst., Mr. Matheson brought to my Office his report on the situation which was as follows:- They had priced the stock, as listed in the Stock Record taken on the 25th of August, previously agreed to as correct by both Hoshino and Shaw, at \$3747.32. In addition they had checked the quantity of the dispensary stock, in Mr. Hoshino's presence, and placed a valuation thereon of \$1051.14, making a total stock valuation of \$4798.46. ✓

5. The following information was obtained from Mr. Matheson as to the basis of his valuation. This information was subsequently also given direct to the representatives of your Office in a conference held later that day. Mr. Matheson stated that he had valued the stock exactly the same as he would any one of the branches owned by the Western Wholesale Drugs, the prices in general being wholesale ones, in other words what would be paid for the stock by a retailer. ✓

6. He further amplified the valuation basis by pointing out that a certain percentage of this stock, like any other drug store, was outmoded and actually worth considerably less than the valuation price from a practical point of view. In other words if a person were going to open up a new drug store, a considerable portion of the general and dispensary stock would be entirely unnecessary. He expressed his opinion that if the stock were purchased by an existing drug store to assimilate with their present stock that the top value to the purchaser would be approximately 60% to 65% of the valuation which he had arrived at. In addition he mentioned that a wholesaler, such as his own firm, would not be prepared to pay for the entire stock more than about 30% of the valuation. Another factor brought out was that approximately 20% of the stock was Japanese consumer goods which will be of no local value once the Japanese' evacuation is complete.

Re- Hoshino, Ryohei

7. Following this conversation with Mr. Matheson, Mr. Shaw, Mr. Matheson and Mr. Messenger attended a conference in Mr. Alexander's Office at which Mr. McPherson and Mr. Shears were also present. After considerable discussion of the valuation and the situation in general, Mr. Shaw made a verbal offer to either purchase Hoshino's half interest from him for an amount of \$2000.00, (in other words valuing the stock and equipment at \$4000.00), or conversely would sell his interest to Hoshino for the same amount. Mr. Shaw then left and Mr. Hoshino was contacted and the conference was continued with Mr. Hoshino attended by Mr. MacLennan, his Solicitor, and Mr. C. Tanaka.

8. The appraisal of the stock and fixtures was then discussed at length with Mr. Hoshino and Mr. Shaw's offer to either buy or sell was placed before him. Mr. Hoshino's re-action to Shaw's alternate offers was that he had declared the property to the Office of the Custodian and that it was not his responsibility to act in the matter at all. If the Custodian was prepared to accept Shaw's offer that was their responsibility and while he would take no action whatsoever to prevent their so doing, would accept no responsibility for the transaction. After further discussion of the matter it was apparent that no conclusion could be arrived at and it was suggested that Mr. Hoshino take some time to consider the matter in consultation with his Solicitor.

9. Since that time, Mr. Messenger has attended Mr. Hoshino in his Office almost daily. On the 10th inst. he received a letter from Mr. MacLennan, of Norris & MacLennan, Mr. Hoshino's Solicitor, advising him that Mr. Hoshino had decided to accept the alternate offer made by Mr. Shaw, to sell his interest in the business to Hoshino and that he had deposited with Norris & MacLennan \$2000.00 for that purpose. Mr. Messenger immediately advised Mr. Shaw to this effect and Mr. Shaw agreed over the telephone that this was satisfactory. Later in the day, however, apparently after consultation with his Solicitor, Mr. Shaw advised by telephone that as he had not committed himself in writing to this offer he was withdrawing same. The reason given by Mr. Shaw for this change of attitude was that the business opportunity which was previously open to him was no longer available, and that due to current restrictions by the Wartime Prices and Trade Board on new businesses opening up it might be impossible for him, once he had sold this business, and his license in connection therewith cancelled, to obtain a new license, and that he might come under the control of the National Selective Service Board with regard to the place and nature of his future occupation.

10. He suggested, however, that if something could be worked out along the lines of Hoshino buying the stock and fixtures, but not the business name or license, that he might consider the proposed offer to purchase. This idea was then discussed with Mr. Hoshino and his Solicitor but despite the fact that the business trade name was of no practical use to Hoshino and in addition, as he is not a druggist could not maintain the license, he refused to consider anything along these lines and insisted that his offer to purchase was for the entire business and all rights and title appertaining thereto.

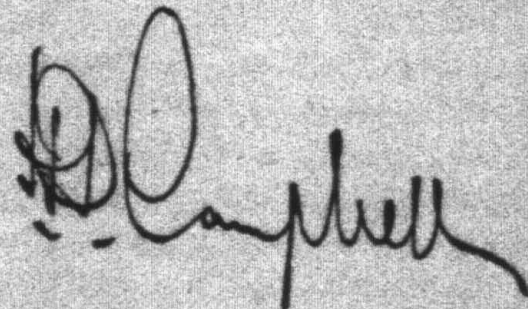
Re- Hoshino, Ryohel

11. On Monday morning, the 14th inst., at 9.30, Mr. Messenger received telephone advice from Mr. Hoshino's Solicitor, that he had withdrawn his offer to purchase. The original reason for Hoshino's offer to purchase was apparently that he hoped to be able to make some hook-up with an existing drug store in the interior and go into a partnership with some druggist there. Since making the offer to buy Shaw out, he apparently had become convinced that it would not be possible for him to do this.

12. Half an hour after the telephone advice of the withdrawal of the offer, Mr. Messenger received from Mr. Shaw an unconditional acceptance of Hoshino's offer, which offer had just been withdrawn. The situation has therefore reverted to its original position.

13. However, from subsequent conferences with Mr. Hoshino this week, I have reason to believe that he is gradually getting to the point where he sees the advisability of accepting Mr. Shaw's offer, as obviously the partnership will have to be dissolved, whether at his instigation or that of the Custodian, and if it is necessary to apply to the Court for dissolution instructions, the costs will be heavy and probably end in the business being placed on the market for tenders which would be to the advantage of Shaw rather than Hoshino, as it is generally agreed that there will be little interest in the sale of this stock and Shaw, to protect his own interest, could make a bid of a considerably lower figure and still be reasonably sure of retaining the business. The only way which Hoshino could protect himself in the matter would be to bid it in himself which would result in him having the stock and fixtures on his hands, which he has already decided is impractical. This situation has been pointed out to him and I feel that after due consideration of the factors involved he will decide to accept Shaw's offer. It is therefore to be hoped that Shaw does not change his mind again in this regard and maintains his offer to purchase, which I have now obtained in writing. This is enclosed herewith.

14. In the meantime a letter has been received from Hoshino's Solicitor, copy of which is enclosed, explaining the reason for his withdrawal of the offer to purchase and demanding of me, as the Custodian's Agent in the matter, that a strict watch be maintained on the affairs of the Powell Drug Company. My attitude toward this factor has been to avoid incurring heavy costs and I have felt reasonably satisfied that Shaw's operation of the business is not detrimental to Hoshino's interest. I would appreciate, however, that Mr. MacLennan's letter receive your consideration and you issue to me definite instructions as to how far I should go in regard to supervising the operation of the business.



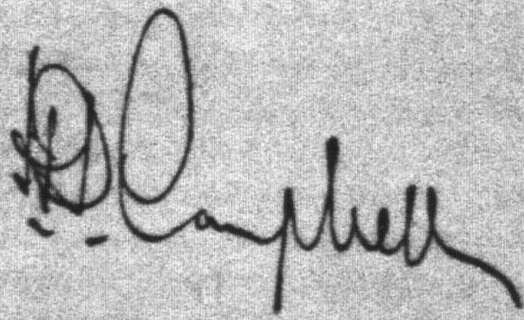
September 18, 1942.

(over)

Re- Hoshino, Ryohel

P.S. Since dictating this report Mr. Hoshino has again attended Mr. Messenger in his Office and discussed the matter further and requested him to ascertain if Mr. Shaw's original acceptance of Hoshino's offer to purchase was still open. On contacting Mr. Shaw on the telephone, he advised Mr. Messenger that it had not been withdrawn and that he was prepared to maintain his original offer to either buy Hoshino's interest for \$2000.00, or sell his half interest to Hoshino for the same amount.

While discussing this matter with Mr. Hoshino, a letter was received from Mr. Shaw, qualifying his offer to purchase by placing an expiry time thereon, 6.00 p.m. Monday the 21st inst. Mr. Hoshino considered the matter and promised to make a decision prior to that time. I understand from Mr. Alexander that after leaving my Office, Mr. Hoshino called on him to discuss further the details of the Custodian's position in the matter, and he also advised Mr. Alexander that he would come to a decision before the expiry time. He apparently is again considering the advisability of purchasing Shaw's interest rather than selling out to Shaw.



September 19, 1942.

POWELL DRUG

299 Powell Street, Vancouver, B. C.

Accounts Receivable as at August 24, 1942.

Young	May 1942	\$ 1.10
Sanderson	Aug. 41	4.85
A. Tietfil	June 42	3.10
Ken Shioml	Aug. 41	13.55
Shimizu, R. K. #1, Whonnock, B. C.	Feb. 42	4.00
Suzuki, Alexander St.	July 42	.65
Suzuki, Bridge River, B. C.	July 42	1.10
Nakata, Hlland Logging Co. Oblien Bay	Feb. 42	1.00
J. Nitta, Nootka, B. C.		26.14
MacLean	Aug. 42	.25
K. Kural	Feb. 42	4.00
S. Mori, E. & U. Logging, Wilson Creek	Mar. 42	4.59
Lyons	Mar. 42	1.65
Kameoka	Mar. 42	7.00
Kanashiro, 1417 E. Hastings	Mar. 42	3.90
Hinatsu, Franklin St.	May 42	2.10
Hamaguchi, 825 E. Cordova	May 42	1.00
K. Hatanaka, Saita Bay, B. C.	Jan. 42	3.60
Dr. U. G. Hori, 407 Hastings	May 42	12.30
M. Sakamoto	Aug. 42	1.00
Doyle	Mar. 42	16.31
Ollie Bros.	June 42	.65
Rhoda Brown	June 42	.50
B. C. Security Commission	Aug. 42	8.75
Takahashi Camp	Feb. 42	4.65
Tsuzaki	May 42	.75
Takafin	May 42	5.00
Shiraga	May 42	1.30
City Haller (Subject to minor change)	May 42	5.15
		<u>\$ 139.94</u>

Accounts Payable as at August 24, 1942.

Columbia Paper	\$ 1.32	\$ 10.15
J. F. Southcott	8.83	3.61
B. C. Stevens		3.71
B. C. Drugs (This item subject to discount)	47.88	54.01
	6.13	40.00
Mike Oohlal (Unpaid Wages)		
B. C. Electric		4.86
Frank W. Horner		17.26
Northrop & Lyman		38.25
Lyman Limited		
		<u>\$ 171.86</u>

The undersigned partners agree that this statement is correct.

(Tyohei Hoshino)

George Osborne Shaw
(George Osborne Shaw)

Bank Balance as at August 24, 1942, certified by The Royal Bank of Canada, East End Branch \$ 437.82

Cash and Stamps on hand August 24, 1942 (Audited) \$ 21.87

for power

HAROLD D. CAMPBELL

with Alexander

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

TELEPHONE
PACIFIC 1357

OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

LICENSED TRUSTEE
IN BANKRUPTCY

SEP 25 1942

September 24, 1942

YOUR FILE # 12454

WY

Office of the Custodian
Department of the Secretary of State
Japanese Evacuation Section
506 Royal Bank Building
Vancouver, B. C.

Attention Mr. R. P. Alexander

Dear Sirs:

Re HOSHINO, Rychei -- Powell Drug Company

As you know, an inventory was taken by Mr. Hoshino of the stock of the Powell Drug Company, being completed on the 25th of August. This was certified as correct by both Mr. Shaw and Mr. Hoshino. There was no copy made of this record, as it was taken in exercise books.

X

Mr. Hoshino, for his personal purposes, wished a copy of this and with your approval I made available a private office for him for over a week to provide a copy for himself.

Despite the fact that your office advised Mr. Hoshino that the original would be kept on file in your office, available at any time, he insisted that this was not sufficient for his purposes and that he wished his copy officially checked and certified as a true one. As this entailed the services of one of my staff for over a day and a half, I inquired of Mr. Alexander as to whether this cost was properly chargeable to the Office of the Custodian, as it served no purpose towards the Custodian's actions on Mr. Hoshino's behalf in regards to the dissolution of partnership but was required by Hoshino for his own personal purposes, namely the laying of a claim at the expiration of the war, which he has ~~recently~~ discussed both with your office and myself. As Mr. Alexander advised me that the Custodian's office was not prepared to pay for this personal work for Mr. Hoshino, I accordingly charged him \$10.00 for my services in that connection and received payment for same.

*Noted
RM*

Re Hoshino --Powell Drug Co.

"2"

September 24, 1942

The reason for my detailing the circumstances of this charge to Mr. Hoshino is that this is the first time I have ever charged for my services in any way, shape or form to an evacuee, while I was acting as the agent of your office and I wish it outlined on your record my reason for so doing.

Yours very truly

H. D. CAMPBELL

Per *H. D. Campbell*

RCM:EP
Encl.

September 25th, 1942.

ATTENTION MR. MESSENGER

Harold D. Campbell, Esq.
Agent of the Custodian,
Standard Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Ryohel Hoshino and Powell
Drug Company, 399 Powell St.
Vancouver.

Your Mr. Messenger will recall a recent interview at the office of the Custodian, Royal Bank Building, Vancouver, when Mr. G. W. McPherson, Mr. Alexander and Mr. Shears of the Custodian's Office were in attendance in addition to your Mr. Messenger, Mr. Hoshino and the writer. At that interview it was requested by Mr. Hoshino that he be given a receipt for an inventory of the merchandise, drugs and fixtures of the Powell Drug Company certifying the copies which Mr. Hoshino was to make were true and correct copies of the Inventory in the hands of the Custodian and the same referred to the merchandise, drugs and fixtures of the Powell Drug Company at the time the Custodian's office intervened to look after the interests of Mr. Hoshino. Since that time Mr. Hoshino, at his own expense, has prepared a

September 25th, 1942.

Harold D. Campbell, Esq.

copy of the Inventory of the stock-in-trade as it existed on August 25th prior to delivery into the hands of the Custodian and the same has been checked with the original by one of your staff. Mr. Hoshino has in addition, a carbon copy of the Dispensary Inventory arranged to be taken by the Custodian. He also has a partial list of the appraisals of the fixtures and we understand a supplementary list will be forwarded shortly in order to make the record of the fixtures complete.

We prepared for Mr. Hoshino a form of receipt for the signature of your Mr. Messenger to be attached to the copy of the Inventory now in Mr. Hoshino's possession and delivered a copy of that receipt to Mr. Hoshino for your signature. We understand from Mr. Hoshino, however, that you are not now prepared to sign the receipt although we cannot understand your reason for failing to do so at this time. We agree that strictly speaking, since we are dealing with a branch of the Dominion Government it is hardly necessary for Mr. Hoshino's purposes that such a receipt be obtained. At the same time, apparently Mr. Hoshino has not the same confidence in the Canadian Government as has the writer and there is no reason why he should not obtain such a receipt.

We enclose herewith the said receipt for the

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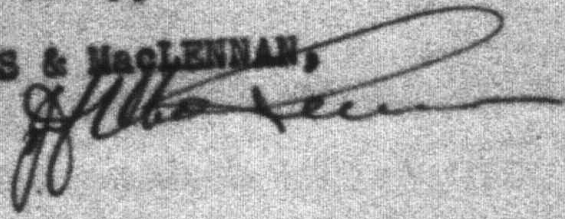
September 25th, 1942.

Harold D. Campbell, Esq.

signature of your Mr. Messenger as Agent for the Custodian. If your Mr. Messenger is still not prepared to sign the same and return to us, then we would ask you to forward it to Mr. Alexander or Mr. McPherson of the Custodian's office when the same may be altered by inserting the name of the official who does sign rather than the name of your Mr. Messenger.

Yours truly,

NORRIS & MacLENNAN,

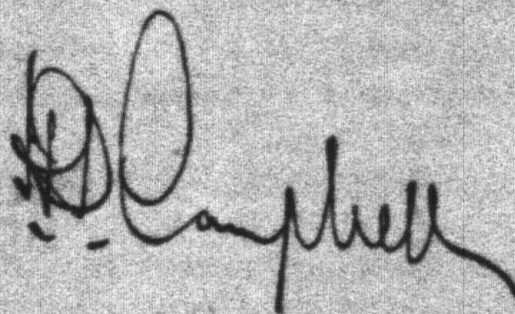
Per: 

JAM/WS
ENCL.

Re- Hoshino, Ryohei

P.S. Since dictating this report Mr. Hoshino has again attended Mr. Messenger in his Office and discussed the matter further and requested him to ascertain if Mr. Shaw's original acceptance of Hoshino's offer to purchase was still open. On contacting Mr. Shaw on the telephone, he advised Mr. Messenger that it had not been withdrawn and that he was prepared to maintain his original offer to either buy Hoshino's interest for \$2000.00, or sell his half interest to Hoshino for the same amount.

While discussing this matter with Mr. Hoshino, a letter was received from Mr. Shaw, qualifying his offer to purchase by placing an expiry time thereon, 6.00 p.m. Monday the 21st inst. Mr. Hoshino considered the matter and promised to make a decision prior to that time. I understand from Mr. Alexander that after leaving my Office, Mr. Hoshino called on him to discuss further the details of the Custodian's position in the matter, and he also advised Mr. Alexander that he would come to a decision before the expiry time. He apparently is again considering the advisability of purchasing Shaw's interest rather than selling out to Shaw.



September 19, 1942.

Sept 28 45

RE - HOSHINO, RYOHEI

2812 Dundas Street, Vancouver, B. C. - 06780

"Powell Drug Co."

YOUR FILE NO. 12454.

1. As you were advised in my last report dated 18th September, Mr. Shaw had made a written offer to either sell his interest to Hoshino or buy Hoshino's interest from him for a price of \$2000.00. This price was based on the stock and fixtures of the business as per the stock and fixtures inventory completed on the 25th of August, made by Mr. Hoshino and certified as correct by both Mr. Hoshino and Mr. Shaw, and the dispensary inventory made by Mr. Matheson of the Western Wholesale Drugs.
2. Mr. Shaw had qualified his offer to the extent that it expired at 6.00 p.m. on the 21st inst. Mr. Hoshino had been advised of this offer when it was made a week previously and informed me that he would consider the situation and make a decision prior to that time. Despite the daily urging from his Solicitor, myself and Mr. Alexander that he would be well advised to sell his half interest to Mr. Shaw at this price, he finally advised me at 5.00 p.m. on Monday evening, the 21st inst., that he had decided to take no action in the matter and leave the responsibility for any decision to the Custodian.
3. On receipt of this advice I immediately telephoned Mr. Shaw and persuaded him to hold his offer open for another day and arranged for a conference in Mr. Alexander's Office on the 22nd inst.
4. The meeting was held as arranged attended by Messrs. McPherson, Alexander, Shears, Hoshino and his Solicitor Mr. MacLennan, Mr. Shaw and myself. Mr. McPherson reviewed the situation pointing out that in the event of Mr. Hoshino refusing to accept Mr. Shaw's offer, which, in view of the professional valuation placed thereon, seemed quite a reasonable one and was a price which Mr. Hoshino had at one time offered to purchase from Mr. Shaw, he would be faced with straight liquidation; on that basis of dissolution Mr. Hoshino could not expect to receive anywhere near that amount of realization. The matter was then discussed from all angles for over an hour, resulting in Mr. Hoshino still maintaining that while he had no objection to the Custodian selling his interest to Shaw for that amount, he personally would not authorize the sale or take any responsibility for the Custodian's action in doing so.
5. Mr. MacLennan, Mr. Hoshino's Solicitor, expressed the opinion that the offer was a very fair one and that he had advised his client to accept it. It was therefore the consensus of opinion that this be done, with the exception of Mr. Hoshino who expressed none. As Hoshino made clear, and it was confirmed by his Solicitor, he did not want to take any action on his own part which might later jeopardize the claim which he contemplates making at the expiration of the war against the Government. ✓
6. Under these circumstances Mr. McPherson had no alternative but to use his own discretion as to what was to Mr. Hoshino's best interests, and as the acceptance of Mr. Shaw's offer was definitely

Sept 28 1922

-2-

Re- Hoshino, Ryochi

that solution of the situation, he therefore instructed me to act accordingly and arrange for the sale of Hoshino's interests to Mr. George Shaw.

7. As a preliminary to this, an Audit of the books and records was again taken on the morning of the 23rd inst. as at the close of the business on the 22nd. The sales and purchases for the month were checked, cash on hand counted, outstanding accounts payable verified, the Powell Drug Bank Account No. 2 was frozen with the exception of cheques then issued for the outstanding accounts payable, and the Royal Bank of Canada, East End Branch, instructed in the matter.

8. In order to avoid having the whole inventory rechecked, which would have been a waste of money as Mr. Shaw, who had been continuing the operation of the business, was purchasing same, I discussed the matter of the probably average percentage of profit on the sales with Mr. Matheson of the Western Wholesale Drug. He looked into the matter very thoroughly and on the basis of the approximate percentage of the different types of goods being sold, advised me that 30% would be a fair average. As Mr. Shaw agreed that this figure would be satisfactory to him, I referred the matter to Mr. Alexander who agreed to accept this percentage of profit on behalf of Hoshino.

9. Reference to the Statement of Adjustments, attached hereto, will show that the stock on hand as shown by the inventory of the 25th of August, had been reduced by an amount of \$33.33. This was accordingly taken into consideration when estimating the gross profit for the period from the previous cut-off on the 25th of August to the 22nd of September which date will be that on which the dissolution of the Partnership was effected. After deducting the wages and general expense for that period it was found that there was a net profit of \$296.54. Under the Partnership Agreement half of this, namely \$148.27, accrued to Hoshino. In addition to this amount 50% of the cash in the Bank, in Account No. 1 frozen at the 25th of August, accrues to Hoshino, as Shaw's offer to purchase Hoshino's half interest in the business was based on the stock and fixtures only as at the 25th of August. The cash on hand at that time was split fifty-fifty by Mr. Shaw and Mr. Hoshino, Mr. Shaw putting \$15.00 in the till on which to operate for the subsequent period. As there is a net balance in Account No. 1 of \$296.32, half this amount, namely \$148.16, belongs to Hoshino.

10. There is therefore a total amount of cash accruing to Hoshino, over and above the \$2000.00, the purchase price of the half interest by Shaw, of \$296.43.

11. I propose to have Mr. Shaw turn this amount over to the Custodian on behalf of Hoshino from the balance on hand in the No. 1 and No. 2 Accounts.

*End direct
to Mr. Shaw
for
Hoshino*

12. The following are the details of the basis of the sale of Hoshino's interest to Mr. George O. Shaw, which Mr. McPherson asked me to detail in order that your Solicitor, Mr. Sheppard, might prepare the necessary documents:

Re- Hoshino, Ryohei

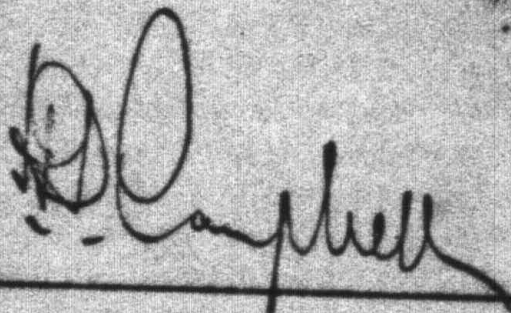
- (a) The date of the Bill of Sale will be the 22nd of September, 1942.
- (b) The total purchase price will be \$2000.00.
- (c) The description of the property purchased will be all ^{and all right, title etc} the stock and fixtures of the Powell Drug Company, as shown by the three inventories lodged with the Custodian Office, covering the general stock, dispensary stock and fixtures, representing as nearly as possible the situation as it stood at the 25th of August, 1942.
- (d) The basis of settlement of the \$2000.00, is \$1000.00 cash, the balance to be paid at the rate of \$50.00 a month, 6% interest being paid on the outstanding balance, interest to be calculated monthly on the outstanding balance and to be paid with the monthly payment.
- (e) As collateral for the outstanding balance, Mr. Shaw will sign a Chattel Mortgage in favour of the Secretary of State of Canada, acting in his capacity as Custodian on behalf of Ryohei Hoshino.
- (f) It was specifically agreed upon by Mr. McPherson with Mr. Shaw that the Chattel Mortgage should not prevent Mr. Shaw from removing the stock and fixtures from the present premises, as it is his intention to remove same eventually to another location.

13. While the following will presumably not appear in any of the documents, it was agreed to by Mr. Shaw that the balance of cash left in the frozen Bank Accounts No. 1 and No. 2, after settling the cash adjustment accruing to Hoshino of \$296.43, will be turned over to the Custodian to apply against the future payments due by Mr. Shaw under the conditions of the Bill of Sale. This will not only reduce the outstanding amount by approximately 10% but afford Mr. Shaw the opportunity to get re-organized before he will have to start monthly payments out of his operating profit.

14. Would you be good enough to suggest to your Solicitor, Mr. Sheppard, if there are any further details required by him for his preparation of the necessary documents, that he contact me by telephone and I will endeavour to provide whatever information he requires.

15. Will you also please instruct me in regard to Hoshino's request for an acknowledgment by the Office of the Custodian of their control of his interest in the Powell Drug Company.

September 28, 1942.



POWELL DRUG COMPANY

STATEMENT OF ADJUSTMENTS

Re- DISSOLUTION OF PARTNERSHIP AS AT SEPTEMBER 22, 1942.

Net Profit from August 25 to September 22, 1942.

Sales		
Purchases		
Merchandise taken from stock	\$ 1,356.58	
	35.33	
Gross Profit 30%		\$ 1,985.58
Wages		
General Expense	219.00	
	80.13	
Net Profit Aug. 25 to Sept. 22, 1942		\$ 296.54

Distributed as under Partnership Agreement

G. O. Shaw	\$ 148.27
R. Hoshino	148.27
	\$ 296.54

Receipts and Disbursements from August 25 to September 22, 1942.

Cash in Till, August 25, 1942	\$ 15.00
Sales from Aug. 25 to Sept. 22, 1942	1,985.58
	\$ 2,000.58

Disbursements in Cash

Purchases	\$ 1,092.92
General Expense	292.13
	1,385.05
Cash on Hand	219.05
Cash in Bank A/o #2	596.48
	615.53
	\$ 2,000.58

R.B. The basis of the dissolution of the partnership is the sale of R. Hoshino's half interest to George O. Shaw for the sum of \$2000.00, the price being based on the stock and fixtures as at the 24th of August, 1942. At that time a out-off of the accounts, cash and bank account was made, freezing a net amount of \$296.54 in the bank after the Accounts Payable were settled. Mr. Shaw then placed \$15.00 in the till and opened Powell Drug Account No. 2 for the continued operation of the business until the dissolution was effected. Half the amount of the cash balance as at the 24th of August, 1942, therefore belongs to R. Hoshino, the other half to George O. Shaw. Under the Partnership Agreement half of the Net Profit accruing during the subsequent period to the 22nd of September also accrued to R. Hoshino.

Reconciliation of Net Profit with Cash on Hand at September 22, 1942.

Cash on Hand and in Bank A/o #2, Sept. 22, 1942	\$ 615.53
Deduct:	
Accounts Unpaid Sept. 22, 1942.	\$ 270.66
Merchandise taken from stock	35.33
Cash put in Till, Aug. 25, 1942.	15.00
Net Profit as shown	\$ 296.54

Calculation of Partners' Interests in Powell Drug Co. as at Aug. 24, 1942.

Cash in Bank, A/o #1.	\$ 437.82
Cash on Hand	31.87
	469.69

Deduct:

Liabilities as agreed	\$ 171.65
Adjustment on Invoices	1.52
	173.17

Net Worth

	\$ 296.52
--	-----------

R. Hoshino - Adjustment Credits

One half net worth, Aug. 24, 1942	\$ 148.16
One half net profit, August 25 to Sept. 22, 1942,	148.27
Credit Interest at Sept. 22, 1942.	\$ 296.43

The books and records have again been audited as at that date, the Bank Account No. 2 also frozen, subject to Accounts Payable incurred during that period, and the above statement shows the cash credits accruing to Hoshino over and above \$2000.00 to be paid to him by Shaw for his interest.

Accounts Receivable as at August 24, 1942, amounting to \$139.94 have been ignored for purposes of this statement and have been turned over to the Office of the Custodian for collection. If, as and when collected the proceeds will be distributed evenly between R. Hoshino and G. O. Shaw by that Office.

HAROLD D. CAMPBELL, C.A.

Noted for the Office of the Custodian

(Signatures Section)

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

608-612 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
SEP 29 1942

TELEPHONE
PACIFIC 1357

September 28, 1942.

Your File No. 12454.

Office of the Custodian,
Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Attention R. P. Alexander, Manager.

Dear Sirs:

Re- HOSHINO, Ryohei.
"Powell Drug Co."

Further to my report to your Office on the 18th inst., and the subsequent conferences held in Mr. Alexander's Office in connection with the dissolution of the Partnership of this business, I am enclosing herewith a supplementary report, incorporating therein memoranda of the results of these discussions, instructions received by myself and subsequent developments.

I am also enclosing herewith statement covering adjustments necessary as shown by my Audit of the 22nd inst.

I am also enclosing a letter received from Norris & MacLennan, Mr. Hoshino's Solicitors, with regard to the statement which Hoshino requested I sign and which to date I have refused to do, on advice of Mr. Alexander.

As I mentioned in a previous letter, the copy of the inventory made by Mr. Hoshino for his own purpose, was the reason for some argument in regard to who was to bear the cost of checking same and certifying to its correctness. This was ironed out, the inventory checked by my Office and the cost thereof paid by Mr. Hoshino. In making the arrangement I only agreed to certify that this is a correct and true copy of the inventory prepared by Mr. Hoshino and completed on the 25th of August, accepted and signed as correct by Mr. Hoshino and Mr. Shaw. This inventory copy also only covered the stock not the dispensary or the fixtures.

When Mr. Hoshino presented me with the statement which he wished signed it was incorrect as it included the dispensary stock and fixtures and also included certain statements involving responsibility by Mr. McPherson, as Custodian, and the words "assumed control" in a context which might have been interpreted as a seizure by the Custodian, whereas in actuality the "JP" Declaration was completed voluntarily by Mr. Hoshino in his own Solicitor's Office and control of Hoshino's interests in the matter

September 28, 1942.

Your File No. 12454.

Office of the Custodian, (Continued)

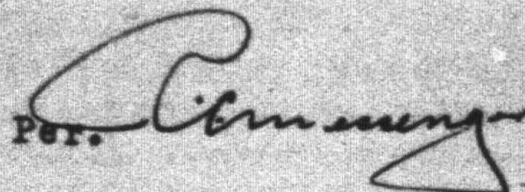
voluntarily turned over to the Custodian.

Mr. MacLennan has enclosed with his letter an amended draft of this statement which is still incorrect as to drugs and fixtures.

While there would appear to be no reason for the Custodian to refuse an acknowledgment of some kind to Hoshino in connection with the Custodian's control of his share of the Powell Drugs, it is my opinion that this should be completed and signed by your Office rather than myself and in view of Hoshino's definite stated purpose of making a claim at the expiration of the war, that some care should be used in the wording thereof.

Yours very truly,

H. D. CAMPBELL.

Per. 

RCM:JM
Encl.

October 2, 1942.

The Royal Bank of Canada,
East End Branch,
400 Main Street,
Vancouver, B. C.

Attention Mr. J. B. Fisher:

Dear Sirs:

Re- Powell Drug Co.

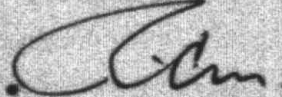
Under the dissolution of the above Partnership arrangement, by way of a sale of Ryohei Hoshino's interests to George O. Shaw, the Profit and Loss Statement for the period between the 25th of August and the 22nd of September shows an amount of \$148.27 accruing to R. Hoshino.

There is also accruing to Mr. Hoshino half of the Net Balance in the frozen No. 1 Account, namely \$148.16. There is therefore a total amount of \$296.43 credit adjustment accruing to R. Hoshino over and above the purchase price of Hoshino's half interest by Shaw.

As Mr. Hoshino is being evacuated very shortly the Custodian has acceded to his request that this amount be paid to him immediately. In order to facilitate this payment I would request that you consolidate the two frozen Bank Accounts, No. 1 and No. 2, and certify the cheque which I have instructed George Shaw to draw, payable to myself as Agent for the Office of the Custodian, in an amount of \$296.43. The remaining credit balance will be still frozen until the actual execution of the documents in connection with the Partnership dissolution. This will ultimately be turned over to the Custodian's Office as a payment on account, by Shaw, of the purchase price of Hoshino's interest.

Yours very truly,

H. D. CAMPBELL.

Per. 

Agent for the Office of the Custodian
in this matter.

RCM:JM

*alexander
out to M. P. Shaw*

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

505-512 STANDARD BANK BUILDING

VANCOUVER, B. C.

TELEPHONE
PACIFIC 1357

RECEIVED
OCT 5 1942
LICENSED TRUSTEE
IN BANKRUPTCY

October 3, 1942.

Your File No. 12454.

Office of the Custodian,
Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Attention R. P. Alexander, Manager.

Dear Sirs:

Re- HOSHINO, Ryohei
Powell Drug Co.

In accordance with Mr. Alexander's telephone instructions to accede to Mr. Hoshino's request for a cheque covering the credit accruing to him as shown on my "Statement of Adjustments" of the 22nd of September, namely \$296.43, I have today issued my cheque for this amount forwarding same to Norris & MacLennan for delivery to Hoshino. I am obtaining a receipt from him for same which will be forwarded to you in due course.

For record purposes I would advise you in order to provide these funds I have consolidated the two frozen bank accounts, Powell Drug Company Account No. 1 and No. 2, with the Royal Bank, East End Branch, and arranged with the Bank to certify a cheque for the same amount as above, payable to myself drawn by George O. Shaw signing on behalf of the Company.

The balance of the consolidated account is still frozen and will be turned over to your Office when the documents in connection with this partnership dissolution are executed, to be applied on account of the payments which will accrue under the conditional Bill of Sale to Shaw.

Yours very truly,

H. D. CAMPBELL.

Per. *[Signature]*

RCM:JM

Norris & MacLennan

BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5854

12454
OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
OCT 6 1942

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B. C.

October 3rd, 1942.

Glenn W. McPherson, Esq.
Deputy Custodian,
506 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Ryohei Hoshino and Powell
Drug Company, 399 Powell
St. Vancouver.

On behalf of our client, Mr. Hoshino,
we are writing you for the purpose of formally noting
his objections to the sale of Mr. Hoshino's interest
in the Powell Drug Company.

As you are aware, Mr. Hoshino did not
agree to sell his share and objected to your selling
to Mr. Shaw for the sum of \$2,000.00 as you have
informed him has been done. Mr. Hoshino, in discussions
with Mr. Shaw prior to the outbreak of hostilities
between Japan and this country, agreed that the business
of the Powell Drug Company was worth as a going concern
about \$15,000.00. You will have noticed also that the
partners of the Powell Drug Company carried fire
insurance on the stock and fixtures in the sum of \$8,000.00.

Mr. Hoshino has now received from your

October 3rd, 1942.

Glenn W. McPherson, Esq.

Agent, Harold D. Campbell, C.A., the statement of adjustments relating to the Powell Drug Company as at September 22nd, 1942, on which date, we understand, the Custodian transferred Mr. Hoshino's interest to Mr. Shaw. Mr. Hoshino cannot accept the figures in the statement because, of course, he has had no opportunity to check the same. At the same time, on the figures shown by Mr. Campbell, the sales for the period August 25th to September 22nd, 1942 amounted almost to \$2,000.00 and of course, this was on a straight business basis and not at sacrifice prices. During the same period the net profit is shown as \$296.54 and that is arrived at after paying Mr. Shaw a salary at the rate of \$175.00 per month. Mr. Hoshino, of course, does not accept the figure of \$296.54 mentioned in the statement, as correct.

On Mr. Hoshino's behalf we are bringing these matters to your attention now in order that you will understand why he could not agree to the sale of his interest as was made pursuant to your directions.

While, as we have stated, Mr. Hoshino cannot accept the statement of adjustments of Mr. Campbell since he has not checked the accuracy of the statement, he has arranged to obtain from your office his share of the profits and his share of the Bank Account No. 1 mentioned in the statement, being the account of the firm

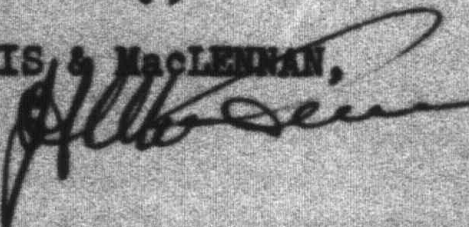
October 3rd, 1942.

Glenn W. McPherson, Esq.

at the time that Mr. Hoshino's interests were taken over by the Custodian on August 25th. We are writing a separate letter in connection with that cheque to be received by Mr. Hoshino but wish to point out here that he is obtaining the same at the present time due to his need for funds and it is without any admission that the statement of adjustments which we have referred to is correct. Mr. Hoshino specifically has requested us to advise you that he reserves all his rights to insist upon proper compensation at the appropriate time in the future.

Yours truly,

NORRIS & MacLENNAN,

Per: 

JAM/WS

12454.

1409 Royal Bank Building,
Vancouver, B.C.
October 5th, 1942.

Messrs. Morris & MacLennan,
602 West Hastings Street,
VANCOUVER, B.C.

Attention - Mr. MacLennan

Re: Ryohai HOSHINO and
Powell Drug Company

Dear Sirs:

I am enclosing a signed copy of a Vesting Order, issued today, vesting the interest of your client, Mr. Hoshino, in the Powell Drug Company in the Custodian.

I think this step is necessary, both in order to protect Mr. Hoshino, and certainly in order to protect Mr. Shaw, in view of the circumstances resulting from the evacuation. It is my intention to dispose of Mr. Hoshino's half interest in the partnership to Mr. Shaw for the sum of \$2,000.00, being half of the value placed upon the business by Mr. Shaw and independent valuers.

I do not think you will deny that the Custodian has done everything possible to co-operate with your client in settling his affairs and, while I appreciate the effort you have made to settle this matter without the intervention of the Custodian, I am aware of the advice you have given your client and I think he is adopting an attitude which cannot, under the circumstances, be tolerated by the Custodian. The funds realized from his interest in the business and when the transaction is completed will be held to his account in the Custodian's books.

Your personal co-operation in this matter is greatly appreciated.

Yours truly,

G.W. McPHERSON.
Authorized Deputy of the Secretary
of State and/ or the Custodian.

GWMcP:HW.

Norris & MacLennan

BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.

J. A. MACLENNAN, LL.B.

CABLE ADDRESS: "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 9884

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B. C.

October 6th, 1942.

G. W. McPherson, Esq.
Authorized Deputy of the Secretary
of State and/or Custodian,
1409 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Ryohei Hoshino and Powell
Drug Company

We thank you for your letter of the 5th inst. enclosing signed copy of Vesting Order issued on the 5th inst. We do, in fact, acknowledge that the writer was given every courtesy and consideration by your office in this connection and it is unfortunate that we could not work out an arrangement which would be agreed to by Mr. Hoshino.

Our letter to you of the 3rd inst. in the second paragraph refers to the fact that Mr. Hoshino objected to your selling to Mr. Shaw Mr. Hoshino's interest in the business for \$2,000.00. We used similar phraseology in a letter to H. D. Campbell, your Agent in this connection, and Mr. Messenger of that office today pointed out that Mr. Hoshino did not in fact, object but said he could not agree and left

October 6th, 1942.

G. W. Mephereson, Esq.

the burden of arriving at a solution upon the shoulders
of the Custodian. The statement in our letter that
Mr. Hoshino objected was inserted through inadvertence.

Yours truly,

NORRIS & MacLENNAN,

Per: 

JAM/WS

October 8th, 1942.

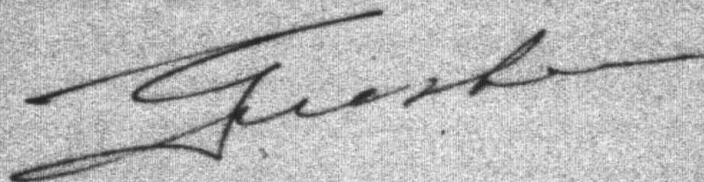
MEMO: Mr. Alexander.

Re: Ryohei Hoshino and Powell Drug Company

You will note my letter to Mr. MacLennan today and also the Certificate cancelling the Vesting Certificate.

The employees of this office have spent considerable time and considerable expense has been incurred in an attempt to co-operate with Mr. Hoshino. It now appears that he is endeavoring to build up a claim against the Canadian Government, and his attitude has been most unco-operative. I, therefore, feel that we should have nothing further to do with Mr. Hoshino or his interest and if, by any chance, he buys the business, he can worry about the storing of the assets himself. Under no circumstances are we or Mr. Messenger to take any steps to have Mr. Hoshino remain in this area.

I am at a loss to understand how a Japanese national is still here, in view of the Order of the Minister of Justice dated February 7th, which required them to leave by April 1st. No doubt the Security Commission have a reason, but it must not be on the grounds that we require him.



GWMoP:HW.

12454.

1409 Royal Bank Building,
Vancouver, B.C.
October 8th, 1942.

Messrs. Morris & MacLennan,
602 Hastings Street West,
VANCOUVER, B.C.

Attention - Mr. MacLennan

Re: Ryohai Hoshino and Powell Drug Co.

Dear Sirs:

I have your letters of October 3rd and 6th.

As I advised you in my letter of October 5th, the Custodian vested the interest of Ryohai Hoshino in the Powell Drug Company, but also under Order-in-Council P.C. 2483 he can release any vested property.

Having read over your letter and considered in particular the ridiculous claims made by your client, and taking into consideration the interests of Mr. Shaw and the efforts the Custodian has made in an attempt to protect Mr. Hoshino, I have decided to withdraw from the case. I have issued a Certificate today, cancelling the Vesting Order, and enclose a signed copy of same.

The Custodian is not here for the purpose of enabling Japanese nationals, who do not wish to co-operate, to build up fictitious claims against the Canadian Government and, since your client does not feel that the Custodian is handling his interests properly, the Custodian is pleased to withdraw and he may attend to his own affairs.

I have discussed the entire matter with Mr. Shaw this morning and have permitted him to withdraw his offer of \$2,000.00 for Mr. Hoshino's interest in the business, and it is now Mr. Shaw's intention that the partnership be dissolved, either by Mr. Hoshino or by himself, if Mr. Hoshino will not agree.

I am concerned no longer with the decisions reached by Mr. Hoshino, as to how he will protect his interest, but you may advise your client that the Custodian will accept no responsibility to protect his interests, nor, if Mr. Hoshino purchases the business, will the Custodian accept any responsibility to store and protect such property as he may wish to leave in this area.

I trust you will appreciate that this letter is directed at your client, rather than yourself, you having shown the utmost co-operation insofar as this office is concerned.

Yours very truly,

G.W. McPHERSON.
Authorized Deputy of the Secretary
of State and/or the Custodian.

GWMcP:HW.
Encl.

THIS INDENTURE made the 15th day of February, in the year of Our Lord one thousand-nine-hundred and Thirty-four.

BETWEEN:

GEORGE OSBORN SHAW, residing
at #2608 Kitchener Street, in
the City of Vancouver, in the
Province of British Columbia,
(One Partner)

Of the One Part.

AND:

RYOHEI HOSHINO, residing at
#396 Powell Street, in the City
of Vancouver, in the Province of
British Columbia,
(Other Partner)

Of the Other Part.

WITNESSETH: that the said George Osborn Shaw and the said Ryohei Hoshino, hereby mutually covenant and agree to become and shall be partners in the drug store business upon and subject to the terms, conditions and stipulations expressed in the following articles, that is to say:

1. The Partnership shall commence on the 15th day of February, A.D., 1934, and shall continue until determined by one month's notice given by one partner to the other, or left for him at the place of business of the partnership.
2. The firm name and style of the partnership shall be "Powell Drug Co.," and neither partner shall enter into any engagement on behalf of the firm except in the firm name.
3. The business shall be carried on at #399 Powell Street, in the City of Vancouver, British Columbia, or at such other place or places as shall from time to time be agreed on.

4. The bank of the firm shall be the Royal Bank of Canada(East End Branch) in the City of Vancouver, or such other bank as shall from time to time be agreed on.
5. All moneys from time to time received on account of the partnership, not required for current expenses, shall be paid immediately into the bank for the time being of the partnership, in the same drafts, cheques, bills or cash in which they are received, and all disbursements on account of the partnership shall be made by cheque on such bank.
6. The signatures of both partners shall be required upon all cheques, drafts and notes drawn in the name of the firm and both partners must endorse or accept all bills, notes, drafts and cheques when the same relate to the purposes of the partnership.
7. The assets of the partnership consist of furniture, fixtures, drug store equipment and utensils and stock-in-trade now situate at #399 Powell Street, Vancouver, British Columbia.
8. If, at any time hereafter, further capital is required for carrying on the business, and the partners determine to increase the capital, such additional capital shall be advanced by the partners in equal shares.
9. If either partner shall at any time, with the consent of the other partner, advance any money to the firm beyond the amount of the capital hereby agreed to be brought in by him, or if he shall leave any part of his profits in the business, the same shall be a debt due to him from the firm, and may be withdrawn by him at at time on one month's notice in writing, and shall in the meantime bear interest at the rate of six per centum (6%) per annum from the time of such advance.

10. The assets of the partnership belong to the partners in equal shares, and the profits and losses of the business shall be divided by the partners in equal shares.
11. Proper accounts shall be kept of all partnership transactions, and on the 31st day of December in every year, or as soon afterwards as possible a balance sheet shall be made out, showing the assets and liabilities of the firm, and what belongs and is due each partner for capital and share of the profits, and the same shall be signed by both partners, and when so signed shall be conclusive, except if a manifest error shall be discovered therein within fifteen (15) days after the signature thereof such error shall be rectified.
12. Each partner may draw out of the partnership cash, the monthly sum not exceeding one hundred and twenty-five (\$125.00) dollars on account of his share of the profits; but if on taking such semi-annual account as aforesaid it shall appear that the monthly sums drawn out by either partner exceed his share of the profits, he shall forthwith refund the excess.
13. Neither partner shall without the consent of the other hire any workmen for the purposes of the firm or discharge them except for flagrant misconduct.
14. Both partners shall devote their whole time and attention to the partnership business and neither partner shall engage in any other business either directly or indirectly during the partnership without the written consent of the other partner. Each partner shall be faithful to the other in all partnership transactions, and shall at all times furnish to the other, correct account and statements of and concerning all such transactions, without any concealment or suppression.

15. Neither partner shall employ any money or effects of the firm or engage its credits except on account of partnership business, nor shall either partner involve the partnership in any of his enterprises.

16. If either partner desire to sell his share and interest in the business, he shall be at liberty to do so, and shall, in such case, first offer such share and interest to the other partner for the time being at a price to be agreed upon or fixed by arbitration, and if the other partner shall not, within thirty (30) days, accept such offer, then the selling partner shall be at liberty to sell his share and interest to any other person or persons, at the same or a higher price, but shall not sell it to any other person at a less price unless and until it shall have been offered to the other partner for the time being at such less price, and that such last mentioned offer shall not have been accepted within fifteen (15) days.

17. If either partner die or become bankrupt during the partnership term, the other partner may purchase the share of the deceased or bankrupt partner in the partnership property upon giving to his legal representative or trustee (as the case may require) a notice in writing to that effect at any time within twenty-one (21) days from the death or bankruptcy, such purchase to take effect as from the day of such death or bankruptcy.

18. In ascertaining the value of the share of the deceased or bankrupt partner nothing shall be allowed for good-will. ✓

19. All matters in difference in relation to the partnership affairs shall be referred to the arbitration of the single arbitrator if the parties agree upon one, otherwise to three (3) arbitrators, one to be appointed by each party, and a third to be chosen by the two first named before they enter upon the business of the arbitration and

the award and determination of such arbitrator or arbitrators, or any two of such three arbitrators, shall be binding upon the parties hereto and their respective executors, administrators and assigns.

20. If at any time during the continuance of this partnership the parties hereto shall deem it necessary or expedient to make any alteration in any article, clause, matter or thing herein contained for the more advantageous or satisfactory management of the partnership business, they may do so by a writing signed by them and endorsed on these articles, and all such alterations shall be adhered to and have the same effect as if they had been originally embodied in and formed a part of this indenture.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day, month and year first above written.

SIGNED, SEALED and DELIVERED,)

In the Presence of:

Norris & MacLennan

BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

CABLE ADDRESS: "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

R OCT 13 1942 **D**

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B. C.

October 10th, 1942.

G. W. McPherson, Esq.
Authorized Deputy of Secretary of
State, and/or Custodian,
1409 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Your file No. 12454 - Ryohei
Hoshino and Powell Drug Company

We acknowledge your letter of the 8th inst. and were unable to communicate the contents thereof to Mr. Hoshino until about 6 P.M. on the 9th. Mr. Hoshino has requested us to advise you on his behalf that he is ordered to leave the Vancouver Protected Area on Tuesday next, at 8 A.M. In view of such short notice that you have purported to withdraw from his case, he is unable to take advantage of the situation. This is particularly so because Monday next is, as you know, a holiday. Mr. Hoshino has been unable to protect his interest in the business since you assumed control of the same and particularly since you informed him that the business was being sold to Mr. Shaw to take effect as of September 22nd, 1942.

We note you will not protect Mr. Hoshino's property should he purchase the business himself. Under all the circumstances, Mr. Hoshino has no alternative but to leave the matter in your hands and we presume you will do your utmost to insure that Mr. Hoshino's interests are fully protected as, we understand, is your duty as Custodian.

We assume you have decided that the arrangements you made previously for sale of the business to Mr. Shaw were not, in fact, in the best interests of Mr. Hoshino as otherwise, you could have no reason to

G. W. McPherson, Esq.

October 10th, 1942.

refuse to complete the sale in spite of the fact that Mr. Hoshino did not agree.

We wish to make it clear to you that Mr. Hoshino cannot now at this late date, take any steps to protect himself and we deem it your duty to do that for him and expect that whatever transpires, Mr. Hoshino will be in no worse position than he would have been had you not purported to divest yourself of the interest of Mr. Hoshino already vested in you. At the same time, we wish to make it clear that we cannot agree you have properly discharged your duties in taking the stand outlined in your letter of the 8th inst.

Since Mr. Hoshino will henceforth be absent from Vancouver and the Protected Area, we will no longer have any authority to act for him but we do suggest you make every effort to insure him the utmost possible protection.

Yours truly,

NORRIS & MacLENNAN,

Per: 

JAM/WS

12454.

1409 Royal Bank Building,
Vancouver, B.C.
October 14th, 1942.

Messrs. Morris & MacLennan,
602 Hastings St. West,
VANCOUVER, B.C.

Re: Ryohai Hoshino & Powell Drug Co.

Dear Sirs:

I have your letter of October 10th and am reluctant to continue any discussions, relating to this Japanese National's affairs.

However, in view of the wholehearted co-operation which this office has received from Mr. MacLennan, I think it is only fair to review some of the facts, so that they may be on record for any future claim made by your client.

I note Mr. Hoshino has been requested to leave this area and assume he has now departed. I would point out that on February 7th last the Minister of Justice issued an Order that all enemy aliens, between the ages of eighteen and forty-five, leave the protected area before the first of April. Mr. Hoshino, since that time, according to my information, has made numerous and repeated representations to the British Columbia Security Commission and the Royal Canadian Mounted Police to be allowed to remain here to complete his business, with particular reference to the winding up of his interest in the partnership above referred to.

I am advised by the Custodian's representatives, who were in charge of the Powell Street Registration Bureau, that Mr. Hoshino attended at that bureau and complained in general about his affairs and the way he was being treated and, on many occasions, requested that the Custodian intervene on his behalf to have him remain in this area.

It became obvious to anyone who considered the situation that Mr. Hoshino was using the Custodian's Office, and possibly yourselves, for the purpose of remaining in this area long after he should have been evacuated and long after he had had every opportunity to voluntarily make arrangements with his partner. Many hours were spent by myself and other members of this office in an attempt to satisfy Mr. Hoshino and to arrange a friendly settlement of his affairs prior to his leaving. On every occasion he adopted an unco-operative attitude to such an extent that I felt some drastic action should be taken to protect all parties concerned, and put an end to the farce, which your client was perpetrating, insofar as the Security Commission is concerned.

Norris & MacLennan.

Oct. 14/42.

- 2 -

I do not think that at any time Mr. Hoshino made a serious attempt to settle his affairs during the six months and more, from April 1st to October 5th, when I took the drastic action of vesting his interest. Subsequently, after receiving your letter, wherein you outlined his complaints, I decided the Custodian should withdraw and he should be allowed to settle his own affairs, if he could do so before he was evacuated. If he could not do so, then I felt no sympathy whatsoever was due him, since he has had six months in which to settle his affairs and, being a Japanese National who in my opinion was antagonistic, he had played his game long enough.

Insofar as I am concerned, I am prepared to justify the Custodian's actions in this case in any hearing in future to determine the damage he has suffered as a result of the actions of this office. I think Mr. Hoshino should feel he is extremely fortunate more drastic steps were not taken.

I was pleased to receive your letter, which has been placed on file, but under the circumstances I do not feel Mr. Hoshino has any right to complain, and I shall make a point of having the various officers of this department, who have dealt with him, place memorandums on the file immediately, indicating the time and trouble they have gone to to co-operate with him, so that these memorandums may be available when Mr. Hoshino presents his claim, which he obviously intends to do, either to this Government direct, or, as I have been informed, to the Japanese Government, to whom he apparently looks for protection.

Your personal co-operation in this matter is greatly appreciated.

Yours truly,

G.W. McPHERSON.
Authorized Deputy of the Secretary
of State and/ or the Custodian.

GWMcP:HW.

Certificate dated October 5th under Order in Council P.C. 1665, as amended by Order in Council P.C. 2463, and agreed to sell Mr. Hoshino's interest to Mr. Shaw for the sum of \$2,000.00, which offer was accepted by Mr. Shaw. Mr. Hoshino then, through his solicitors, stated that the business was worth \$15,000.00 or thereabouts and protested strongly regarding the action contemplated by the Custodian's office. On October 8th Mr. G. T. McPherson issued a certificate cancelling Vesting Order of October 5th, notified Messrs. Morris & MacLennan that the Custodian's office was pleased to withdraw from the interest of Mr. Hoshino in the Powell Drug Company. On October 8th also we permitted Mr. Shaw to withdraw his offer for \$2,000.00 of Mr. Hoshino's interest in the business.

The Custodian's office has also notified Mr. Shaw that the Custodian has no objection to dissolution of the partnership either by Mr. Hoshino or by himself if Mr. Hoshino will not agree. We understand that you are now arranging for dissolution, and in so far as the Custodian's interest in the matter is concerned it is now confined to the Custodian's office obtaining, after dissolution, Mr. Hoshino's share of proceeds following liquidation.

Yours truly,

R. P. Alexander
Manager

RPA:LF

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
NOV 18 1942
12454

Alexander
Tashme, B. C.

November 17th , 1942.

G. W. McPherson, Esq.
Custodian of Enemy Property,
506 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

I enclose herewith Writ of Summons in Supreme Court action No. S. 1398/42, between George Osborne Shaw as Plaintiff and me, Ryohei Hoshino, as Defendant. This was served personally on me on Thursday, November 12th, at approximately 12.20 in the afternoon at the Court House, Vancouver.

As you know, I was required to leave the Vancouver area on October 13th, 1942 and have been living at Tashme, B. C. I was called to Vancouver recently as a witness in the Morii Inquiry and that is the reason I was in Vancouver at the time of service.

I do not understand this action at all as my affairs relating to Powell Drug Company have been in your hands since last August and my property in the Powell Drug Company is vested in the Custodian both as a result of my Declaration filed with you and as a result of my evacuation to Tashme.

Would you please take such action on my behalf as may be necessary to protect my interest in the Powell Drug Company.

Yours truly,

Ryohei Hoshino

Serial # 06780

*Written in J. W. McPherson's office
according to Alexander's
memo. Nov 21.42*

12454

May 7, 1943.

G. O. Shaw, Esq.,
2608 Kitchener Street,
Vancouver, B. C.

Dear Sir:

Re: Ryochi HOSHINO and
Powell Drug Company

Referring to our letter to you dated October 24, 1942, it was our understanding that you had retained the services of Mr. Shakespeare of Messrs. Killam & Shakespeare, Barristers and Solicitors, for the purpose of dissolving your partnership with Mr. Hoshino. Some six months have elapsed and we do not appear to have received any word either from you or from your solicitor as to what progress, if any, is being made in the dissolution of the partnership or in the liquidation of the Powell Drug Company.

Would you please indicate whether or not Mr. Shakespeare is still retained and when we may anticipate receiving word of action.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

12454

May 31, 1943.

Messrs. Killam & Shakespeare,
Barristers and Solicitors,
626 West Pender Street,
Vancouver, B. C.

Attention Mr. R. H. Shakespeare

Dear Sirs:

Re: Powell Drug Company
Bychee ROCHING
G. C. Shaw

At Mr. R. H. Shakespeare's early convenience we would appreciate his calling at this office primarily for the purpose of reporting progress, if any, made to date in dissolving the partnership of Roching and Shaw and liquidating the Powell Drug Company.

Subsequent to October 23, 1942 we have received no report from you in this connection and are at somewhat of a loss to understand the reason for apparent delay in action in connection with this case.

Specifically, we would appreciate being advised at this time whether you intend to act on behalf of Mr. G. C. Shaw or whether pressure of business has resulted in your being unable to handle the case.

Yours truly,

HPA:MA
cc Mr. R. C. Messenger

R. P. Alexander,
Manager.

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GEORGE OSBURN SHAW

Plaintiff

AND:

RYOHEI HOSHINO

Defendant

TAKE NOTICE that this Honourable Court will be moved at the Law Courts, Vancouver, B. C., on Friday, the 4th day of June, A.D. 1943, at the hour of 10 o'clock in the forenoon or so soon thereafter as Counsel may be heard on behalf of the Plaintiff for an Order that in default of Defense pursuant to Order 27 Rule 11 of the Supreme Court Rules that the above-named Plaintiff be awarded Judgment in this action as upon the Statement of Claim this Honourable Court shall consider the Plaintiff entitled to.

AND FURTHER TAKE NOTICE that in support of this Motion there will be read the Affidavits of Raymond Noah Shakespeare sworn herein the 14th day of November, 1942, and the 1st day of June, 1943, both filed herein and the pleadings and proceedings herein.

DATED at Vancouver, B. C., this 1st day of June, A.D. 1943.

"R. N. Shakespeare"

Solicitor for the Plaintiff

To the Defendant
Ryohei Hoshino.

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GEORGE OSBURN SHAW

and

PLAINTIFF

RYOHEI HOSHINO

DEFENDANT

THE HONOURABLE

) FRIDAY, THE 4TH DAY OF
)
) JUNE, A.D. 1943

UPON motion for judgment in default of the defendant delivering a Defence this day made to this Court by Mr. R. N. Shakespeare of Counsel for Plaintiff, and upon hearing read the writ of Summons issued in this action on the 12th day of November, 1942, the affidavit of Raymond Noah Shakespeare sworn herein the 14th day of November, 1942 and filed, proving service of the said writ of Summons upon the defendant, the further affidavit of Raymond Noah Shakespeare sworn herein the 1st day of June, 1943 and filed proving that the defendant has not appeared to the said writ of Summons an office copy of the statement of claim dated the 27th day of April, 1943 filed as against the defendant on the 27th day of April, 1943, an office copy of the notice of motion, filed as against the defendant on the 1st day of June, 1943, and the further affidavit of Raymond Noah Shakespeare sworn herein the 4th day of June, 1943, and filed:

1. THIS COURT DOTH DECLARE that the partnership in the statement of claim mentioned between the Plaintiff and the defendant ought to be dissolved as and from the date of this judgment, and THIS COURT DOTH ORDER AND ADJUDGE the same accordingly.

11. THIS COURT DOTH ORDER AND DIRECT that the following accounts and enquiries be had and taken by the Registrar of this Court

(a) An account of all the partnership dealings and transactions between the plaintiff and defendant as co-partners as and from the 22nd day of September, 1942, being the last settlement of accounts as between the said co-partners, which said settlement shall not be disturbed;

(b) An enquiry as to what property, assets, credits and effects now belong to the said partnership;

(c) An enquiry as to any and all debts, liabilities, or obligations now outstanding as against the said partnership.

111. THIS COURT DOTH ORDER AND DIRECT that the said partnership, assets, credits, property, fixtures, good will and effects be sold, with the approbation of a judge, in such manner and upon such terms and conditions as shall appear most beneficial for the parties interested therein.

IV. THIS COURT DOTH ORDER AND DIRECT that a proper person be appointed to take and have the management of the partnership business, stock-in-trade, credits and effects in the meantime, and until the sale thereof as aforesaid, and to have the direction and superintendence of the said partnership business, and collect and get in the outstanding debts and effects of the said partnership business; and either of the parties hereto is to be at liberty to propose himself as such manager and receiver: Let the plaintiff and defendant deliver over to such manager and receiver all securities in their hands for outstanding partnership debts and effects, together with all the stock, goods, effects, books, and accounts belonging to said partnership:

And in case it shall be necessary to put any of the debts in suit for recovery thereof, the same is to be done with the approbation of a judge;

And the person so to be appointed manager and receiver is to be at liberty to make use of the names of the said plaintiff and defendant, who are to be indemnified therein out of the stock, goods and assets of the said partnership, and out of the monies to be received in respect of the said debts by such manager and receiver;

And let such manager and receiver pay the debts due and to accrue due from said partnership, and from time to time pass his accounts.

AND THIS COURT DOETH ORDER AND DIRECT THAT further consideration be reserved until after the sale and disposal of the partnership assets and the taking of the accounts and enquiries herein directed.

Liberty to either party to apply.

Killam & Shakespeare
Barristers, Solicitors,
Notaries Public etc

Ernest Killam, M.A. T.C.L. R. N. Shakespeare

Telephone B.C. 6929
Cable Address: Killam, Vancouver
Code, Western Union

103 Royal Trust Building
626 Pender Street West
Vancouver, B.C.

Attention R. P. Alexander

June 1st, 1943.

RM

Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sirs:

re: "Powell Drug Company"
George Osborn Shaw vs. Ryohei Hoshino.
Your File No. 12454

We have your letter of the 31st ultimo herein. Mr. Shakespeare will call and see your Mr. Alexander this afternoon. He will, when he calls, serve you with a true copy of the Notice of Motion for Judgment in Default of Defense herein. This Motion will be heard in the Law Courts in this city on Friday, the 4th day of June next.

The rules of Court do not require you to be served, but we are causing you to be served with said Notice of Motion as a matter of courtesy in case you might desire to notify the Defendant. Should you wish time to get in touch with the Defendant, we will be pleased, upon request, to stand the Motion over in order to give you the required time.

We are enclosing with this letter, for your information, a draft of the Judgment Mr. Shakespeare will ask for.

We are

Yours truly,

KILLAM & SHAKESPEARE

Per: 

RNS:JS
Encl. 524 JUNE 1/43

CERTIFICATE OF POST OFFICE REGISTRATION

This receipt is necessary if enquiry is desired

DATE 21199

VANCOUVER B.C.

STAMP

Postmaster

EE if more than 10c. e.

MAXIMUM INDEMNITY PAYABLE

CANADA—10c. fee \$25; 20c. fee \$50; 30c. fee \$75; 40c. fee \$100; for loss, rifling or damage.
 GREAT BRITAIN - \$9.65 for loss or rifling.
 UNITED STATES - \$25.00 for loss only.
 OTHER COUNTRIES - Information may be obtained at the Post Office.

50B.—1,000,000—2-11-42

12454

REGISTERED

June 4, 1942.

Mr. Rychei HOSHINO,
 Registration No. 06780,
 New Denver, B. C.

Dear Sir:

Re: The Powell Drug Company

Messrs. Killam & Shakespeare, Barristers and Solicitors,
 103 Royal Trust Building, 626 West Pender Street, Vancouver, acting
 on behalf of George Ostrum Shaw, sent us the enclosed copy of Notice
 of Motion for Judgment in default of Defense.

According to the Notice, the Motion was intended to be
 heard in Court today. We have, as you know, informed you and also
 Messrs. Harris & MacLennan that on October 8, 1942, your interests in
 the Powell Drug Company were released from the control and management
 of the Custodian, leaving you entirely free to attend to your own
 affairs. However, as a matter of courtesy and as a result of a
 suggestion made by this office, Messrs. Killam & Shakespeare agreed
 this morning to post, and the hearing for one week in order to give you
 time to take whatever action you may deem appropriate under the
 circumstances.

In order that your file and the files of your solicitors
 may be complete, we are sending you enclosed the writ of summons
 mentioned in your letter dated November 17, 1942.

Yours truly,

R. P. Alexander,
 Manager.

HPA:MA
 Enc.

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC
T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

EVACUATION SECTION

Rec'd JUL 14 1943

File No.

Ans.

Referred

Alexander

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B. C.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 8884

July 12th, 1943.

The Custodian of Enemy Property,
506 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Your file No. 12454 - Ryohei
HOSHINO and Powell Drug Co.

We are in receipt of a letter from Mr. Hoshino enclosing copy of Notice of Motion in Supreme Court action No. S. 1398/42 and Order of The Honourable The Chief Justice made the 11th day of June, 1943 in respect thereof, which copies were recently served upon Mr. Hoshino. Mr. Hoshino, we understand, instructed you previously to take steps in this matter to protect his interest in the Powell Drug Company because the matters relating to the Powell Drug Company insofar as they concerned Mr. Hoshino, were under your care and supervision.

You will recall in this case that prior to the evacuation of Mr. Hoshino you assumed control of Mr. Hoshino's interest in the Powell Drug Company and prevented him from making any arrangements of his own in regard to the assets and finally advised him that you were going to dispose of the assets as you saw fit without any reference to Mr. Hoshino. We understand that you, subsequent to the evacuation of Mr. Hoshino from the Vancouver restricted area, purported to divest yourself of the interest of Mr. Hoshino which had already vested in you. 7

It is difficult to see how you can in such manner divest yourself of the responsibility to Mr. Hoshino which you already assumed and pursuant to which you acted to the detriment of Mr. Hoshino prior to his departure from Vancouver and prevented him making such arrangements as he might at that time have made to his advantage.

July 12th, 1943.

The Custodian of Enemy Property:

We expect, therefore, you will take steps to make sure that Mr. Hoshino's interests are being fully protected. On his behalf, we hereby notify you that after the war you will be called upon to justify your actions in this matter and to reimburse Mr. Hoshino for any loss that he may sustain as a result of your intervention and subsequent failure to discharge your obligation to him. Unfortunately he is not now in a position where he can supervise this matter since he is obliged to remain outside of the Restricted Area and since he has not the funds nor the opportunity to supervise his affairs in person.

Yours truly,

NORRIS & MacLENNAN,

Per: 

JAM/WS

P. S. We enclose herewith copy of Notice of Motion and Order mentioned in the first paragraph hereof. We are sending a copy of this letter to Messrs. Killam & Shakespeare.

JAM.

EVACUATION STATION	
Date	NOV 21 1945
File No.	12454
Ref.	
By	

ENEMY SECTION	
Rec'd	NOV 26 1945
File No.	
Ans'd	
Refer'd	

New Denver, B.C.
November 15, 1945

The Custodian
Royal Bank Building
Vancouver, B.C.

Dear Sir:

Re: File No. 12454

I wish to inform you the death of my husband,
Ryohel Hoshino at the New Denver Sanatorium.

It was his wish that all his estates, monies,
etc. be transferred into my name, Hisako Hoshino,
Reg. No. 06776.

Will you please let me know in detail, regards
Powell Drug Co.'s transaction, and if monies are
to come to me, what amount still remains in your
care?

Kindly let me know at your earliest convenience.

Yours truly,

Hisako Hoshino

BOWMAN

Purchase and Price
storage a specialty
Motor Van Service
Warehouse Space to Rent
Railway Trackage



829 POWELL STREET
VANCOUVER, B. C.
December 6, 1945

PHONE
HASTINGS 0920

STORAGE LIMITED

NO. 1 CASE SHIPPED AND RECEIVED

CAPACITY 57,000 SQUARE FEET

ENEMY SECTION

Rec'd DEC 7 1945
File No.
Ans'd
Refer'd

EVACUATION SECTION

Rec'd DEC 7 1945
File No. 12454
Ans. Noted by
Referred Johnston

Mr. Johnston,
509 Royal Bank Building,
Vancouver, B. C.

Dear Sir:-

File 12454, Hoshino

We enclose list in duplicate covering chattels stored
by Mr. Hoshino, and then transferred to Dr. M. Uchida,
by request of Mr. Hoshino.

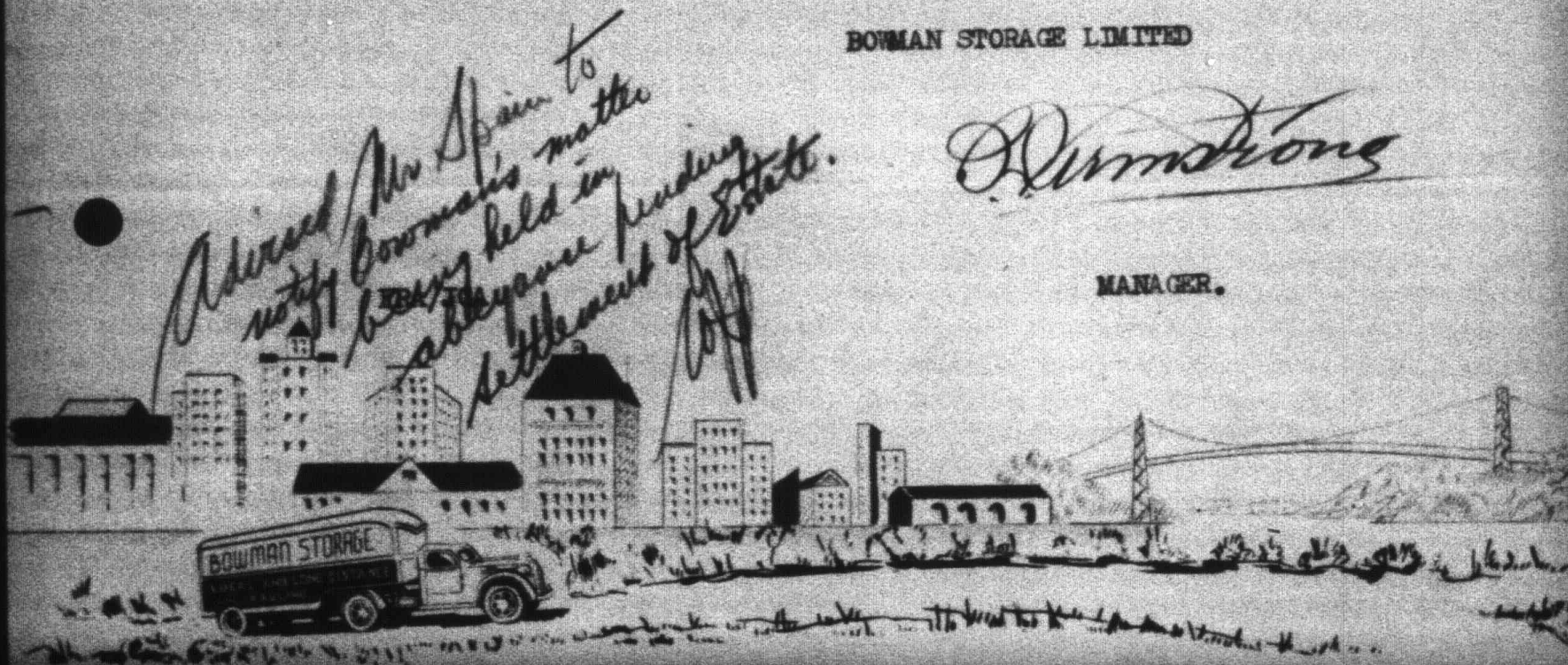
We also enclose statement of account, from the time
Dr. Uchida took the goods over, showing amounts paid
by Dr. Uchida. Account prior to that date was paid by
Mr. Hoshino himself.

We trust you will find this in order, and are,
Yours very truly,

BOWMAN STORAGE LIMITED

Wm. Strong

MANAGER.



BOWMAN STORAGE LTD.
VANCOUVER, B. C.

New Denver, B. C.
November 15, 1945

Bowman's Storage
829-31 Powell St.
Vancouver, B. C.

Dear Sir:

Re: Lots 864-891 for Mr. Hoshino

I wish to inform you the death of Mr. Hoshino and
would like you to sell the furniture in Lots 864-891,
except the following:-

	<u>No. of pieces</u>
In Lot 891--	1 - 7 cartons, 2-3-4-5-6-7
	15 - 1 Parcel

If you are unable to do so, will you kindly have
Love & Co. auction them off. Please forward the money
to Mrs. Hoshino, New Denver, B. C.

Yours truly,

M. Uchida

COPY

PHONE: Hastings 0920

827 TO 831 POWELL STREET

Vancouver, B. C. Dec. 3, 1945 19

Dr. M. Uchida for Hoshino

Nº 3052

IN ACCOUNT WITH

BOWMAN STORAGE LIMITED

PACKING, MOVING, SHIPPING AND WAREHOUSING

NOTES VANS FOR HIRE
BY HOUR OR CONTRACT

TRUCKAGE CONNECTING
ALL RAILWAYS

Apr.	3/43	Storage to Dec. 3/45 (32 months @ \$4.00 per mo.)	128.00	
"	8/43	By money order		20.00
Dec.	6/43	By money order		20.00
May	10/44	By money order		20.00
July	27/44	By money order		20.00
June	5/45	By money order		20.00
		To balance due		28.00
			128.00	128.00

List of goods stored for Mr. Hoshino

Lot 864--brought in ex 2812 Dundas St.--Sept. 3/42

- 1--1 Bed spring
- 2--1 Bed end (slightly marked)
- 3--1 Bed end (slightly marked)
- 4--2 Bed slats
- 5--2 Bed sides (m & s)
- 6--1 Floor lamp
- 7--1 mattress
- 8--1 China cabinet (m & s)
- 9--1 Lamp shade
- 10--1 China cabinet (m & s)
- 11--1 Dressing table (slightly marked)
- 12--1 Chest drawers (slightly marked)
- 13--1 Mirror
- 14--1 Chesterfield
- 15--2 Chesterfield chairs 16
- 17--5 Chesterfield cushions 18-19-20-21
- 22--1 Carpet 9 x 12 (Barrymore)
- 23--1 Pc. felt
- 24--1 Mat
- 25--1 Bedroom bench

Lot 891--brought in ex 2812 Dundas St.--Oct. 10/42

- 1--7 Cartons 2-3-4-5-6-7
- 8--1 Kitchen table
- 9--1 Lamp shade
- 10--4 Kitchen chairs 11-12-13
- 14--1 Floor lamp
- 15--1 Parcel
- 16--1 Round table (m & s)
- 17--1 Carpet 6-9 x 9

12454 & 13135
Evacuee Section

509 Royal Bank Building,
Vancouver, B. C.
December 15, 1945

Mrs. Hisako Hoshino,
Registration No. 06776,
New Denver, B. C.

Re: Ryohel HOSHINO, Deceased

Dear Madam:

We duly received your letter of the 15th ultimo, informing us of the death of your husband, above mentioned, at the New Denver Sanatorium.

It will be necessary for you as next-of-kin to take certain action in connection with this Estate. We would suggest that you either consult a Solicitor or apply direct to the Official Administrator, Mr. Samuel A. Moore, Court House, Vancouver, B. C., for the administration of the Estate.

In order to facilitate your application, we are enclosing herewith an itemized list of particulars which a Solicitor or Mr. Moore will require, and this form should be completed and forwarded to either one of the aforesaid as soon as possible.

Please send a copy of these particulars to this office for our information, and advise us regarding whom you have written to in this connection.

Yours truly,

W. J. Johnston
Administration Department

WJJ/JF
Encl.

12454 & 13135
Evacuee Section

509 Royal Bank Building,
Vancouver, B. C.
January 23, 1946

Mrs. Hisako Hoshino,
Registration No. 06776,
New Denver, B. C.

Re: Ryohel HOSHINO, Deceased

Dear Madam:

On December 15, 1945, we wrote you as follows:

"We duly received your letter of the 15th ultimo, informing us of the death of your husband, above mentioned, at the New Denver Sanatorium.

It will be necessary for you as next-of-kin to take certain action in connection with this Estate. We would suggest that you either consult a Solicitor or apply direct to the Official Administrator, Mr. Samuel A. Moore, Court House, Vancouver, B. C., for the administration of the Estate.

In order to facilitate your application, we are enclosing herewith an itemized list of particulars which a Solicitor or Mr. Moore will require, and this form should be completed and forwarded to either one of the aforesaid as soon as possible.

Please send a copy of these particulars to this office for our information, and advise us regarding whom you have written to in this connection".

We again enclose list of particulars, for your convenience, and would ask you to kindly let us have a reply by return mail.

Yours truly,

W. J. Johnston
Administration Department

WJJ/JF
Encl.

File No. 1264 & 13135

Date:

Jan. 26/46

MEMORANDUM OF PARTICULARS IN CONNECTION WITH THE
ESTATE OF Ryohki Hoskins DECEASED

- (1) Name and address of the deceased: *Ryohki Hoskins - New Denmark*
- (2) Date of death: *Nov. 3, 1945*
- (3) Cause of death: *Tuberculosis of lungs*
- (4) Place of death: *New Denmark Sanatorium*
- (5) Age and Nationality: *42 - Japanese National*
- (6) Did he leave a Will? *No*
- (7) Name and address of employer: *—*
- (8) (a) Name of undertaker and his charge for services: *Mr. J. Draper*
(b) Have funeral expenses been paid? *Yes*. Paid by whom? *Mrs. Hoskins*
(c) If unpaid, who is assuming responsibility for payment?
- (9) Who ordered services of the undertaker? *Mrs. Hoskins*
- (10) List of Assets: *Furniture at Bauman Storage*
800 Powell St. Van. B.C.
Partnership - Powell Drug Co.
Powell St. Van. B.C.
- (11) List of Liabilities:
- (12) List of next-of-kin showing names, addresses and ages:
- Mrs. Hiroko Hoskins - 33*
Daughter - Yokoie Hoskins - 7
Son - Masaru Hoskins - 3

The Custodian.
Vancouver B.C.

NEW JERSEY B.C.
JAN 28, 1946
EVACUATION SECTION
Rec'd FEB 4 1946
File No.
Ans'd
Refer'd

EVACUATION SECTION
Rec'd 1
File No. 12454 / 13135
Noted
Referred Johnston

Dear Sir:- R. R. Hopkins to state

I have already forwarded these
forms to my late husband's Lawyer.
I am sure he will be in touch with
you.

Yours truly
Mrs. Hopkins
per name.

Norris & MacLennan

BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, B.C.
J. A. MACLENNAN, LL.B.

BANK OF NOVA SCOTIA BUILDING
602 HASTING ST. WEST

VANCOUVER, B. C.

CABLE ADDRESS "NORRIS"

VANCOUVER, CANADA

ENEMY SECTION

Rec'd FEB 21 1946

File No.

Ans'd

Refer'd

February 20th, 1946.

The Custodian,
509 Royal Bank Bldg.,
Vancouver, B.C.

Attention Mr. Johnston

Dear Sir: re Ryohel Hoshino, Deceased -
Your Files No. 12454 & 13135

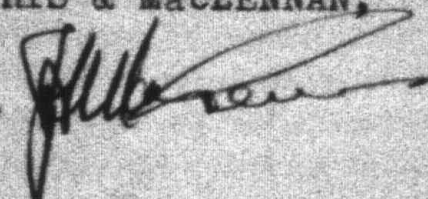
Your letter of December 15th, 1946, to Mrs. Hisako Hoshino, has been referred by Mrs. Hoshino to us for attention. Mrs. Hoshino has also completed the memorandum in connection with the estate. This memorandum shows no liabilities and the only assets, furniture stored at Bowman's Storage, apart from a part ownership in the Powell Drug Co., in Vancouver.

In the recollection of the writer an action was commenced against the deceased some time ago to deprive him of his interest in the Powell Drug Co., but we are not aware of the outcome of the action.

We would appreciate your advice as to what interest, if any, the deceased has or had in the Powell Drug Co. and whether he has any other assets of which you are aware. Can you let us know the value of the furniture in storage at Bowman's Storage. We enclose, herewith, copy of the memorandum of particulars sent by Mrs. Hoshino, for your information, and will await your advice before consulting with the Official Administrator or taking up the matter of grant of Letters of Administration to Mrs. Hoshino through the Minister of Finance.

Yours truly,

NORRIS & MACLENNAN,

per 

JAM/CW
Encls.

12454 ✓
13135
Evacuee Section

509 Royal Bank Building,
Vancouver, B. C.,
February 22nd 1946.

Messrs. Norris and MacLennan,
Barristers and Solicitors,
602 Hastings Street West,
Vancouver, B. C.

Dear Sirs: Re: Estate of Ryohel HOSHINO, Deceased.

We are in receipt of your letter of the 20th instant enclosing memorandum of particulars in connection with the above Estate, for which please accept our thanks.

Regarding the furniture stored at Bowman Storage Limited we wish to advise you that on or about November 24th 1945, we were informed by this Company that they had received a letter from Dr. Matasaburo UCHIDA requesting them to take certain action regarding chattels of the deceased which had been stored under his name in their warehouse.

For your information we are enclosing herewith the following:
(1) Copy of Matasaburo UCHIDA's letter dated November 15th 1945.
(2) Copy of Bowman's Storage letter dated December 6th 1945.
(3) Statement of account of Bowman Storage Limited.
(4) List of goods stored.

The late Ryohel HOSHINO did not declare owning any household furniture or effects when he signed his Declaration Form on August 22nd 1942, and his wife, Hisako HOSHINO, declared on October 10th 1942, that "furniture all sold". We note, nevertheless, that the attached list of goods stored is captioned "Lot 634—brought in ex 2812 Dundas St.—Sept. 3/42".

In view of the fact that these goods became part of the decedent's Estate at date of decease, viz November 3rd 1945, we advised Bowman Storage Limited to hold in abeyance any action in connection with Matasaburo UCHIDA's request contained in his letter of November 15th 1945.

We do not have a valuation covering the articles shown in said list of goods but Bowman Storage Limited may have obtained one for insurance purposes.

P.T.O.

12454

13135

Evacuee Section

February 2nd 1946.

Messrs. Norris and MacLennan.

The deceased in the above referred to Declaration Form further declared as follows:

- (1) Assets. One-half of stock and fixtures and equipment at Powell Drug Company.
- (2) Life Insurance. 10,000 Yen insurance in Japan.
- (3) Safety Deposit Box, Royal Bank-Main Branch-Joint names of myself and wife.

Note: On November 26th 1945, we were advised by said Bank that no Safety Deposit Box was held by persons named above.

The Custodian does not have an account in this Office for Ryohai HOSHINO, deceased, nor for the Powell Drug Company.

As far as we are aware the deceased had no personal debts and he did not declare any to the Custodian. He did, however, state in his Declaration Form that trade debts of the Powell Drug Company amounted to "Approximately \$200.00 as shown by the books of the Powell Drug Company". Further, he declared "no monies owing to me personally but debtors of Powell Drug Company are shown by the books on the premises".

Regarding the second paragraph of your letter we wish to advise you that by virtue of a Certificate dated October 8th 1942, cancelling our Vesting Order in connection with Powell Drug Company, the Custodian has not been interested in its affairs since that date. There is no evidence on our file indicating that an effort was made to deprive the deceased of his interest in the Powell Drug Company. Final disposition of any legal action which may have been taken against the late Ryohai HOSHINO is not recorded in this Office.

We have been informed by the Royal Canadian Mounted Police that the deceased was a Japanese National. According to our records he left him surviving the following:

- (1) Hisako HOSHINO, widow, Japanese National, born September 6, 1914.
- (2) Lucy Yoshiye HOSHINO, daughter, born July 20, 1938.
- (3) Masaru HOSHINO, son, born April 25, 1942.

We trust the above information will be of assistance to you in the settlement of this Estate.

Yours truly,

WJ/JMS
ENC.

W. J. JOHNSTON, ADMINISTRATION DEPARTMENT.

SAMUEL A. MOORE
OFFICIAL ADMINISTRATOR

FILE 12454

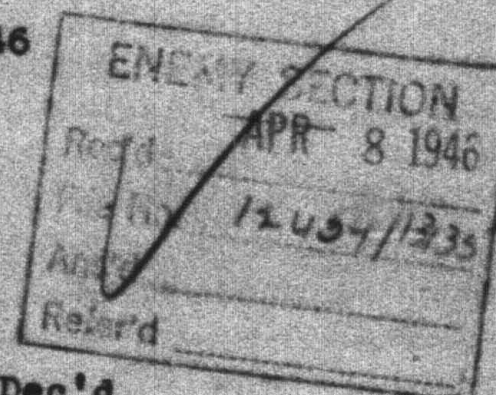
PHONE: MARINE 5141

OUR REF. NO. New

COURT-HOUSE
VANCOUVER, B.C.

April 6, 1946

Office of the Custodian,
509 Royal Bank Building,
VANCOUVER, B. C.



Dear Sirs: Attention: Mr. W. J. Johnston
Re: Estate of RYOHEI HOSHINO, Dec'd.
Your File No. 12454 & 13135
Evacuee Section.

Messrs. Norris and MacLennan, Barristers, of
Vancouver have asked me to apply for Letters of Administration
in this estate.

They have sent me your letter to them of February
22nd, 1946, copy of letter from Bowman Storage Limited, dated
December 6th, 1945, and memo of particulars in connection with
this estate, apparently completed by Mrs. Hoshino.

I cannot apply for Letters of Administration until
such time as I have some further particulars.

I got in touch with Mr. MacLennan about this estate
and as he claimed he cannot give me any further information, he
referred me to you.

Can you let me have the following information:

1. What interest has deceased, if any, in Powell Drug Company?
Was there a Judgment obtained against deceased by the partners
of the Powell Drug Company?
2. Re Life Insurance: Can you let me have the name of the Company,
the amount of the Insurance, and to whom it is payable?.
3. Re safety deposit box: According to your letter to Norris and
MacLennan of February 22nd, 1946, you say the deceased, in his
declaration, mentioned this safety deposit box as being in the
Royal Bank, Main Branch. In your letter to Norris and MacLennan
mentioned above, you say this Bank claim that there is no safety
deposit box held by the deceased. Could you find out from the
deceased's widow or someone else what was the contents of this
safety deposit box and what happened to it?

Office of the Custodian,

- 2 -

Official Administrator.

4. I telephoned Bowman Storage Limited about the goods that were supposed to be there and they informed me that they were still holding Lot 864 and Lot 891 but that they understood that these goods were transferred by the deceased prior to his death to Dr. M. Uchida.

Can you give me any information about these points?

Yours very truly,

Sam Nework
OFFICIAL ADMINISTRATOR.

SAM:MD

12454 & 13135

April 18, 1946.

Samuel A. Moore, Esq.,
Official Administrator,
Court House,
Vancouver, B. C.

Dear Sir: Re: Estate of Ryohei Hoshino, Dec'd.

We duly received your letter of the 6th instant and note contents. Regarding paragraph 5, numbers 1, 2 and 3, we very much regret to have to advise you that we have no information relating to the matters referred to therein, other than contained in our letter to Messrs. Norris & MacLennan, dated February 22, 1946, a copy of which has been forwarded to you.

In connection with number 4 of said paragraph 5, we wish to advise you that Miss Archibald, at Bowman Storage Limited, has advised us that on October 10, 1942, the late Ryohei Hoshino signed a transfer form as follows:

"Please transfer all goods covered by this Warehouse Receipt #380 (which is lot 864-891) over to Dr. M. Uchida, and all goods sent in for storage from 2812 Dundas Street on October 10, 1942."

Because of this transfer, Bowman Storage Limited feel that the goods belong to Dr. Uchida. Dr. Uchida, however, in his letter dated November 15, 1945, a copy of which has been forwarded to you, requested the Storage Company to have the goods disposed of and the proceeds forwarded to Mrs. Hoshino. It would appear, therefore, that Dr. Uchida was prepared to relinquish his interest in the goods in question.

In view of the fact that Mrs. Hisako Hoshino, widow, has placed this matter in the hands of Messrs. Norris and MacLennan, we would appreciate same if you would request these Solicitors to communicate with Mrs. Hoshino and Dr. Uchida regarding the ownership of these chattels and other matters relating to this estate.

Yours very truly,

WJJ/AC

W. J. Johnston,
Administration Department.

Norris & MacLennan

BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, N.C. - J. A. MACLENNAN, LL.B.

Rec'd	OCT 3 1946
File No.	12454/13135
Ans.	7/17/56 HND
Referred	M. Shears

TELEPHONE PACIFIC 5284

CABLE ADDRESS: "NORRIS"
VANCOUVER, CANADA

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS STREET WEST

Vancouver, B.C.

October 2nd, 1946.

The Custodian,
509 Royal Bank Bldg.,
Vancouver, B.C.

Attention Mr. Shears

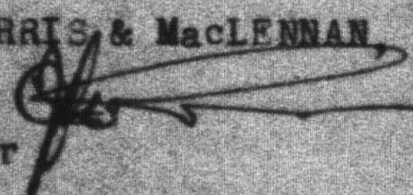
Dear Sir: re Ryohel Hoshino, Dec'd. Your Files
No. 12454 & 13135

As discussed with you on the telephone today we applied in Chambers for payment out of the Supreme Court of British Columbia of the sum of \$1205.58 and interest, which sum was paid into that Court on or about the 5th day of September, 1944 by the Plaintiff, George Osborn Shaw, pursuant to Supreme Court Action No. S. 1398/42. The Defendant Ryohel Hoshino is now deceased and we enclose, herewith, copy of Letters of Administration recently granted in that connection. We also enclose, herewith, copy of Notice of Motion and Affidavit of our Mr. Norris in connection with the application for payment out.

His Lordship, the Honourable the Chief Justice, ordered that before payment out should be made to the Official Administrator, the office of the Custodian be advised and the Consent of that office be obtained there-to. We, therefore, enclose, herewith, in triplicate, form of Consent which, if you find in order, we would appreciate you executing, or one similar to it if you prefer another form. Would you then return two executed copies to us, when it will be filed in the Court Registry.

Yours truly,

NORRIS & MacLENNAN,

per 

JAM/CW
Encls.

No. S 1398/42
IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

GEORGE OSBORN SHAW,

PLAINTIFF,

AND:

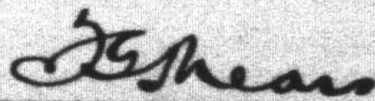
RYOHEI HOSHINO,

DEFENDANT.

C O N S E N T

The Custodian of Enemy Property, appointed by virtue of Orders-in-Council of the Honourable the Governor-General of Canada, by Frank Gould Shears, Esq., Director of the Office of the Custodian of Enemy Property, at Vancouver, British Columbia, HEREBY CONSENTS to the payment out of the Supreme Court of British Columbia, to Samuel Alfred Moore, Esq., Administrator of the Estate of RYOHEI HOSHINO, Deceased, the sum of \$1205.58, paid into the said Court on or about the 5th day of September, 1944, to the credit of the above-named Defendant, RYOHEI HOSHINO, together with the interest accrued thereon, the said RYOHEI HOSHINO being now deceased.

IN WITNESS WHEREOF the undersigned, the Director of the Office of the Custodian of Enemy Property, at Vancouver, British Columbia, has hereunto set his hand the 7th day of October, A.D. 1946.



(F. G. SHEARS)
Authorized Deputy of the Secretary
of State and/or Custodian.

G. Day Dwyer Co.
Jewelry Co. N.Y.
Jan 25, 1947

EVACUATION SECTION	
JAN 30 1947	
12454	
White	
Jewelry Co. N.Y.	
Sent to you	

The Liquidator
Royal Bank Bldg.
Vancouver B.C.

Dear Sir:- Re Mr. Haskins' Estate.
I am writing to you on behalf of
Mrs. Haskins. She wishes to know what is
still being held by the Liquidator.

Before Mr. Haskins' death I was
told that \$1000.00 cheque was returned to you
as he said it was entirely insufficient
for the transaction of Powell Irving Stone.
Now she is alone now and with two
children she needs everything that is
legitimately hers.

Please reply at your earliest
convenience.

Yours truly
Mr. M. Uchida

12454, 13135

January 31, 1947.

Dr. H. UCHIDA,
Reg. No. 03178,
c/o Borg Pulp Co.,
Fawn P.O.,
B.C.

Dear Sir:

Re: Mr. Hoshino's Estate.

Your letter dated January 28th relative to the above has been received. Would you please inform Mrs. Hoshino that the Custodian is holding no assets belonging to her husband's estate.

Prior to Mr. Hoshino's death he indicated that he did not desire the Custodian to protect his interests and the Custodian vesting of his interest in the Powell Drug Company was cancelled leaving him free to administer his own affairs. He was advised that he referred his business to Mr. J.A. McEwen, Barrister, for attention and after his death his estate was turned over to Mr. S.A. Moore, Official Administrator, for administration.

As far as we are aware Mr. Hoshino's estate consisted of goods in storage at Homan's and his interest in the Powell Drug Company. Neither of these assets were handled by the Custodian and at no time was \$2000 either sent from this office to Mr. Hoshino nor returned by him.

Mr. Moore has not reported to us on this estate and we do not know whether he has yet made distribution. There is no reason why Mrs. Hoshino should not inquire of Mr. Moore regarding any benefits payable to her from this source.

We gather that Mrs. Hoshino's inquiry refers only to the property of her late husband, but we might mention with reference to Mrs. Hoshino's personal account that a statement was sent to her as of April 18, 1945 showing a balance at that time of \$1520.56. On November 21, 1945 we sent her a cheque for \$300 and during 1946 she

Dr. H. UCHIDA,

2.

January 31, 1947.

received eight cheques of \$30 each and one cheque for \$20. On January 7, 1947 a cheque was forwarded to her in the sum of \$30 making a total of \$590 sent to her since a statement of her account was last given leaving a present balance of \$930.56. The funds at credit in her account were derived from the sale of 2812 Dundas Street, which was sold by Hisako Hoshino direct to the purchaser.

A copy of this letter is being sent to Mrs. Hoshino.

Yours truly,

A. G. Spearthar,
Office of the Custodian.

AGH:SH

cc - Mrs. Hoshino, New Denver, B.C.

*Balance of Mrs. Hoshino's personal asset with
Statement has been sent to her.*

In the Supreme Court of British ColumbiaB.C.L.S.
50¢

IN PROBATE.

VANCOUVER

AUG 27 1946

REGISTRY

Vancouver Registry.

In the Matter of RYOHEI HOSHINO, Deceased,
late of the City of Vancouver, in the Province of British Columbia;
and in the Matter of the "Administration Act."

Dated the 23rd day of August, A.D. 1946.

Upon the application of Samuel Alfred Moore
dated the 19th day of August, 1946, and upon reading
the affidavit of Samuel Alfred Moore, sworn
the 19th day of August, 1946,

all filed herein

It is ordered that Samuel Alfred Moore, Official
Administrator for the County of Vancouver
shall be administrator*

of all and singular the estate of the said Ryohei Hoshino

who died at New Denver in the Province of B. C.

on the 3rd day of November, 1945, intestate, and
that notice of this Order be published for three days in a Vancouver Daily
Newspaper.

(SEAL OF THE SUPREME COURT OF B.C.)

VANCOUVER

AUG 27 1946

REGISTRY

Extracted by Messrs. Norris & MacLennanSolicitors."A. M. Harper"
J.

* Insert "with the Will annexed" [or as the case may be].

12 bks-1245-9716

Certified a True Copy

R. L. Challinor

A JUDICIAL PUBLIC IN and for
the Province of British Columbia

SAMUEL A. MOORE

OFFICIAL ADMINISTRATOR

PHONE: MARINE 5147

Our Ref. No. 3660

COURT-HOUSE
VANCOUVER, B.C.

February 27, 1947 VACUATION SECTION

Rec'd MAR 1 1947

File No. 12454

Ans. *BM*

Referred *M. Arthur*

and to you

The Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir: Re: Estate RYOHEI HOSHINO, Dec'd.,
Your File 12454.

Replying to your favour of the 31st ultimo,
I enclose herewith Statement of receipts and disbursements
showing credit balance at this time of \$937.49, also
notarially certified copy of Letters of Administration
herein.

I understand that Mrs. Hisako Hoshino paid
for the funeral expenses of the deceased and I am writing
her by this mail for receipted funeral bill in order that
this amount may be refunded. Kindly advise if it will
be in order for me to pay her direct.

With reference to the distribution in this
estate, I do not appear to have received any proof of
kinship other than the information given me by your Depart-
ment on the 22nd of February, 1946, from which I note that
there are two minor children. I am writing Mrs. Hoshino
asking for her marriage certificate and birth certificates
of the children. I will be able to pay Mrs. Hoshino her
share of this estate, but distribution of the share of
the two children will be delayed until it is satisfactorily
ascertained that Mrs. Hoshino is a responsible party to
whom the money could be paid for the maintenance of the
two infants.

Yours very truly,

Samuel A. Moore
OFFICIAL ADMINISTRATOR

DB:JE

ENCLOSURE

*Off. Admin. advised re
possibilities of income tax
for 1946 vs the Estate.
Ref. contains monies paid
which must be paid to
she becomes self supporting
Mar 12/47
A.M.*

ESTATE RYOHAI HOSHINO, DEC'D.
STATEMENT OF RECEIPTS AND DISBURSEMENTS.

RECEIPTS:

Monies held by the
Supreme Court of B. C.,
Vancouver Registry,
and interest

\$1227.67

DISBURSEMENTS:

Government commission \$ 61.38

Vancouver Sun -
advertising for
creditors 18.40

Will Search .50

Legal fees, Norris &
MacLennan 207.90 ✓

Postage 2.00

Credit balance as at
February 24, 1947 937.49

\$1227.67

SAMUEL A. MOORE
OFFICIAL ADMINISTRATOR

PHONE: MARINE SIDE

Our Ref. No. 3660

COURT-HOUSE
VANCOUVER, B.C.

June 14, 1947.

EVACUATION SECTION
Rec'd JUN 16 1947
File No. 12454
Ans.
Referred *H. L. L. L.*

New Denver PC

The Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Attention: A. G. McArthur.

Dear Sir: Re: Estate RYOHRI HOSHINO, Dec'd.,
Your File No. 12454.

Replying to your favour of the 16th ultimo,
I beg to advise that I wrote to Mrs. H. Hoshino at New
Denver, B. C., on the 28th of February, 1947, with regard
to the funeral expenses of her late husband and also for
a copy of her Marriage Certificate and Birth Certificate
of her two children, etc. I am without any reply from
this party and shall be glad to know if you have her present
address.

I am also in correspondence with the Income
Tax Department as to possible income tax payable herein.

Yours very truly,

Samuel Moore
OFFICIAL ADMINISTRATOR

DB:JE

12454

May 25, 1949.

Dr. H. Uchida,
439 Victoria St.,
Kamloops, B.C.

Dear Sir:

Re: Estate of Ryohai HOSHINO

We have your letter of the 23rd instant referring to an offer of \$2000.00 for the "Powell Drug".

An offer was made by Mr. G.O. Shore, Mr. Hoshino's partner in the Powell Drug Company, either to sell his half-interest or buy the half-interest of Mr. Hoshino for \$2000.00. Letters on our file from Messrs. Norris and MacLennan, acting for Mr. Hoshino, advise us that Mr. Hoshino would object to this sale.

After considerable negotiations, and due to the lack of co-operation on the part of Mr. Hoshino, on October 8, 1942 the Custodian cancelled the vesting of Mr. Hoshino's interest in the partnership known as the Powell Drug Company, as provided for in Order-in-Council #2483. Norris and MacLennan were so advised on October 8, 1942 and this was again confirmed in our letter to them of October 14, 1942.

We were later advised that application was being made for dissolution of partnership, and subsequent to the death of Mr. Hoshino, we were informed by Messrs. Norris and MacLennan that the sum of \$1205.58 had been paid into Court on or about the 9th day of September, 1944 by Plaintiff, Geo. Osborn Shore, pursuant to Supreme Court Action No. S-1996/42.

A claim was filed by Mrs. Hoshino for hearing before the Japanese Property Claims Commission, but our records indicate that on June 22, 1948 this claim was withdrawn by Mr. A.E. Cobus (Campbell, Brasier, Fisher & McMaster) appearing for the claimant.

You will notice from the above that the Custodian has not been in control of this property since October, 1942 and that this property was not sold by the Custodian.

Yours truly,

F.G. Shears,
Director.

FCS/GM

SAMUEL A. MOORE
OFFICIAL ADMINISTRATOR

PHONE: MARINE 5141

COURT-HOUSE
VANCOUVER, B.C.

OUR REF. NO. 3660

EVACUATION SECTION	
Rec'd	JUN 1 1949
File No.	12454
Ans.	
Referred	

May 31st, 1949

The Custodian of Enemy Property,
675 West Hastings Street,
VANCOUVER, B. C.

Dear Sir: Re: Estate Ryoshei Hoshino, deceased.

The above-named died at New Denver, B. C. on November 3, 1945, intestate and administration of his estate was granted to me on August 23, 1946.

I have had a sum of \$937.49 standing in my books to the credit of his estate since December, 1946, and I wish to dispose of it.

The heirs are:

Hisako Hoshino, the widow, of New Denver, B. C.

Lucy Yoshiye Hoshino, daughter born July 20, 1938.

Masaru Hoshino, son, born April 25, 1942.

Besides her one-third distributive share in the estate, the widow is entitled to a refund of \$210.00 funeral expenses which she paid to New Denver Funeral Services, New Denver, B. C.

The Supervisor, Social Welfare Branch, Field Service, Department of Health and Welfare, Box 11, New Denver, B. C., writes me suggesting that I send Mrs. Hoshino a cheque for \$452.50 being a refund of the \$210.00 funeral expenses together with her one-third share of the balance of the estate.

I am not clear as to the present position in regard to the disposition of "Enemy Property" and shall be glad if you will let me know whether the Custodian of Enemy Property still has authority in regard to the property of Japanese, and whether there is anything to prevent my paying the cheque either direct to Mrs. Hoshino or through the Social Welfare Branch at New Denver.

Yours very truly,

Samuel A. Moore
OFFICIAL ADMINISTRATOR.

LCF/HJP

12454

August 3, 1949.

Samuel A. Moore, Esq.,
Official Administrator,
Court House,
Vancouver, B. C.

Dear Sir:

ATTENTION: MR. L. C. FORD

Re: Estate of Ryohei Hoshino, Deceased,
Your Reference No. 3660.

Confirming our telephone conversation of this morning, we wish to inform you that as far as the Custodian's office is concerned there appears to be no reason why the funds payable to Mrs. Hoshino from the Estate of Ryohei Hoshino, deceased, should not be paid direct to her.

We would point out however that this office is separate from the Department of Labour, Japanese Division, which may be concerned with repayment of funds advanced for maintenance. In this connection you might refer to our letter to you dated June 18, 1947.

If you wish to contact the Japanese Division of the Department of Labour, their present address is Room 12, 640 West Hastings Street, Vancouver, B. C.

Yours very truly,

AGM/AG

A. G. McArthur,
Office of the Custodian.

COPY

3 5 5 0 9

3660

M.B.

B.C.L.S.
.50

IN THE...SUPREME.....COURT OF....BRITISH COLUMBIA
IN PROBATE.

.....Vancouver.....Registry.

In the Matter of...RYOHEI HOSHINO.....,Deceased,
late of..the City of Vancouver.....,in the Province of
British Columbia; and in the Matter of the "Administration
Act."

Dated the...23rd.....day of.....August.....,A.D. 1946.

Upon the application of....Samuel Alfred Moore.....
dated the.....19th.....day of.....August.....,1946, and
upon reading the affidavit of.....Samuel Alfred Moore.....,
sworn the.....19th.....day of.....August, 1946,.....

.....
.....all filed herein
.....

It is ordered that.....Samuel Alfred Moore.....,Official
Administrator for the County of.....Vancouver.....
shall be administrator.....
of all and singular the estate of the said...Ryohel Hoshino....
.....
who died.....at New Denver in the Province of B. C.....
on the.....3rd.....day of.....November.....,1945, intestate,
and that notice of this Order be published...for three days
in a Vancouver Daily.....Newspaper.....

(Supreme Court of B.C.

Seal)-

"A. M. Harper"

J.

Extracted by....Messrs. Norris & MacLennan.
.....Solicitors.

Insert "with the Will annexed" (or as the case may be).

VANCOUVER
AUG 27 1946
REGISTRY

11-13
No. S. 1398/42

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GEORGE OSBORN SHAW,

PLAINTIFF,

RYOHEI HOSHINO,

DEFENDANT.

*Vancouver
Sep 27, 1946
Replied*

AND:

TAKE NOTICE that a Motion will be made to the Presiding Judge in Chambers at the Court House, Georgia Street, Vancouver, British Columbia, on Wednesday, the 2nd day of October, A. D. 1946, at the hour of 10:30 o'clock in the forenoon or so soon thereafter as Counsel may be heard, by Counsel on behalf of the Defendant, for an Order that the sum of \$1205.58, paid into this Honourable Court on or about the 5th day of September, A. D. 1944, to the credit of the above-named Defendant, RYOHEI HOSHINO, together with the interest accrued thereon, be paid to Samuel Alfred Moore, Esq., Administrator of the Estate of the said RYOHEI HOSHINO, now Deceased;

AND FURTHER TAKE NOTICE that in support of this Motion will be read the pleadings and proceedings had and taken in the within action, and the Affidavit of T. G. Norris, Esq., K.C., sworn the 27th day of September, A. D. 1946, and filed herein, and such other and further material as Counsel may advise and as to this Honourable Court may seem meet.

DATED at the City of Vancouver, in the Province of British Columbia, this 27th day of September,

A. D. 1946.

J. A. MacLennan
SOLICITOR FOR SAMUEL ALFRED MOORE, Esq.,
Administrator of the Estate of RYONHEI
ROSHINO, Deceased.

TO: GEORGE OSBORN SHAW, Esq.,
the above-named Plaintiff;

AND TO: MESSRS. KILLAM & SHAKESPEARE,
626 West Pender St., Vancouver, B.C.,
His Solicitors.

The Place of business and address for service of the said
JOHN ARTHUR MACLENNAN, Esq., Solicitor for Samuel Alfred
Moore, Esq., Administrator of the Estate of RYONHEI ROBINSON,
Deceased, is at Suite 311, Bank of Nova Scotia Bldg., 602
West Hastings Street, Vancouver, B.C.

No. S. 1390/42

SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GEORGE OSBORN SHAW,

PLAINTIFF,

AND:

RYOHEI HOSHINO,

DEFENDANT.

NOTICE OF MOTION

MORRIS & MACLENNAN,
Barristers, Solicitors,
Vancouver, B.C.

BCL
10

No. S. 1398/42

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GEORGE OSBORN SHAW,

PLAINTIFF,

*Vancouver
Rep 22 1944
Repting*

AND:

RYOHEI HOSHINO,

DEFENDANT.

I, THOMAS GRANTHAM MORRIS, of 4253 West 10th Avenue, in the City of Vancouver, in the Province of British Columbia, a Solicitor of the Supreme Court of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. That I am a member of the legal firm of Messrs. Morris & MacLennan, Vancouver, B.C., Solicitors for Samuel Alfred Moore, Esq., Administrator of the Estate of RYOHEI HOSHINO, Deceased.

2. That I am informed by the said Samuel Alfred Moore, Esq., who is the Official Administrator for the County of Vancouver, in the Province of British Columbia, and verily believe, that RYOHEI HOSHINO, the above-named Defendant, died at Denver, British Columbia, on the 3rd day of November, 1945, and that the said Samuel Alfred Moore, Esq., was appointed the Administrator of his Estate pursuant to Grant of Letters of Administration, issued out of the Supreme Court of British Columbia, in Probate, and dated the 23rd day of August, A. D. 1946, which Letters of Administration are now produced and shown to me and marked Exhibit "A" to this my Affidavit.

3. That on the 27th day of June, A. D. 1944, the Honourable Mr. Justice Coady, of the Supreme Court of British Columbia, ordered inter alia that certain monies payable to the above-named Defendant, RYOHEI HOSHINO, be

paid into this Court by the above-named Plaintiff, George Osborn Shaw.

4. That I have ascertained that the legal firm of Messrs. Killam & Shakespeare, Vancouver, British Columbia, were Solicitors for the above-named Plaintiff in that action and I am informed by Raymond Noah Shakespeare, Esq., one of the members of the said firm, and verily believe, that he did, on the 5th day of September, 1944, pay into this Honourable Court, on behalf of the said Plaintiff, pursuant to the Order of the Honourable Mr. Justice Coady, the sum of \$1205.58.

5. That an Order for payment out of this Honourable Court to Samuel Alfred Moore, Esq., Administrator of the Estate of RYCHEI HOSHINO, Deceased, the above-named Defendant, of the said sum of \$1205.58, together with the interest accrued thereon to the date of such Order, is requested.

SWORN TO before me at the City
of Vancouver, in the Province
of British Columbia, this 27th
day of September, A. D. 1946.

T. S. Morris

A Commissioner for taking Affidavits
within British Columbia.

T. S. Morris